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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**

**DECLARATION OF RYAN  
SLINGER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

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

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

**DECLARATION OF RYAN SLINGER**

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Briana Holmes (“Plaintiff Holmes”) and Sherri Cuthbertson (“Plaintiff Cuthbertson”) (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

**PROCEDURAL HISTORY**

2. On January 7, 2026, Plaintiff Holmes filed a Class Action Complaint for Damages in the Superior Court for the County of San Bernardino, thereby commencing the above-captioned lawsuit (the “Action”).

3. On January 8, 2026, Plaintiff Holmes provided written notice by electronic upload to the California Labor and Workforce Development Agency (“LWDA”) and Defendant Hampton Tedder Electric Company (“Defendant” or “HTEC”) of the specific provisions of the California Labor Code that were alleged to be violated (“Holmes PAGA Notice”). Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Holmes PAGA Notice.

4. On March 12, 2026, Plaintiff Cuthbertson provided written notice by electronic upload to the LWDA and by certified mail Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“Cuthbertson PAGA Notice”). Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Cuthbertson PAGA Notice.

5. On July 1, 2026, Plaintiff Holmes filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* (“Operative Complaint”), adding a PAGA cause of action, a violation of Labor Code § 227.3 failure to pay vacation claim, and Plaintiff Cuthbertson as a named plaintiff.

6. On July 10, 2026, Defendant filed its Answer to the Operative Complaint.

**THE PROPOSED SETTLEMENT**

7. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or

1 “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all  
2 others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the  
3 other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed  
4 Notice of Class Action and PAGA Settlement and Release (“Class Notice”), which is attached to  
5 the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

6 8. The Settlement provides for a Gross Settlement Amount of \$450,000.00 to be paid  
7 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross  
8 Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel’s  
9 Fees of up to \$150,000.00 (if the Gross Settlement Amount remains \$450,000.00) and Costs not to  
10 exceed \$20,000.00 to Class Counsel, Enhancement Awards to Plaintiffs of \$7,500.00 each,  
11 Settlement Administration Costs to the Settlement Administrator not to exceed \$14,500.00, and the  
12 PAGA Allotment of \$25,000.00. Assuming that the amounts allocated under the Settlement toward  
13 these payments are awarded by the Court, the Net Settlement Amount that will be available for  
14 distribution to Settlement Class Members is currently \$225,500.00. Additionally, 35% of the  
15 PAGA Allotment (i.e., PAGA Member Amount), which is \$8,750.00 out of \$25,000.00, will be  
16 distributed to the PAGA Members, for their respective portion of the PAGA Member Amount. The  
17 Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement  
18 and there is no reversion to Defendant.

19 9. The Settlement Agreement provides for Class Counsel to apply for Class Counsel’s  
20 Fees in an amount of up to 1/3 of the Gross Settlement Amount (i.e., \$150,000.00, if the Gross  
21 Settlement Amount remains \$450,000.00) and expenses and costs of not more than \$20,000.00,  
22 which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should  
23 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive  
24 any compensation until recovery is obtained. A description of the qualifications of Class Counsel,  
25 the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can  
26 be found in paragraphs 17 through 27, *infra*.

27 10. The Settlement Agreement provides for payment of up to \$7,500.00 to each  
28 Plaintiff as Enhancement Awards, to be paid out of the Gross Settlement Amount subject to

1 approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents  
2 and past employment records and to provide the facts and evidence necessary to attempt to prove  
3 the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to  
4 obtain information that would benefit the Class. Accordingly, it is appropriate and just for  
5 Plaintiffs to receive Enhancement Awards, in addition to their individual settlement payments, for  
6 their services on behalf of the Class, PAGA Members, and the State of California.

7       11. The Parties have agreed to retain Phoenix Settlement Administrators, (“Settlement  
8 Administrator”) to handle the notice and settlement administration process. The Parties  
9 respectfully request that the Court appoint Phoenix Settlement Administrators to handle these  
10 procedures and serve as the Settlement Administrator. Defendant will provide the Settlement  
11 Administrator with the Class List, and the Settlement Administrator will calculate each Class  
12 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”) and each  
13 PAGA Member's estimated pro rata share of the 35% portion of the PAGA Allotment. The  
14 Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices  
15 and other documents for the Settlement, calculating and distributing payments due under the  
16 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,  
17 withholdings, and remittances, providing necessary reports and declarations, transmitting funds  
18 representing uncashed checks after the void date to Legal Aid Society of San Bernardino, and  
19 other duties and responsibilities set forth to process the Settlement, and as requested by the Parties.  
20 Settlement Administration Costs are currently estimated not to exceed \$14,500.00 and will be paid  
21 out of the Gross Settlement Amount, subject to approval of the Court.

22       12. Under the Settlement Agreement, Defendant is responsible for any employer-side  
23 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the  
24 settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member’s  
25 Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and  
26 non-wage damages. The Settlement Administrator will withhold the employee’s share of taxes and  
27 withholdings with respect to the wages portion of the Individual Settlement Shares.

28       **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

1           13.     **Ascertainability:** The proposed Class is defined as all current and former hourly-  
2 paid or non-exempt employees who worked for HTEC within the State of California at any time  
3 during the Class Period, which is November 18, 2021 through the date of (a) preliminary  
4 approval or (b) the Alternate End Date, whichever is sooner.

5           14.     **Numerosity:** Based on data provided by Defendant, the Class is estimated to be  
6 approximately 1,385 individuals who worked an estimated total of 78,532 Workweeks, as of  
7 January 25, 2026.

8           15.     **Commonality:** Based on investigation and information discovered, Class Counsel  
9 believes that there is sufficient evidence to support the allegations made in the lawsuit, including  
10 the allegations that Defendant, with respect to Plaintiffs, Class Members, and PAGA Members,  
11 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed  
12 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay  
13 wages during employment and upon termination of employment, failed to provide compliant wage  
14 statements, failed to maintain requisite payroll records, failed to pay vacation wages, and failed to  
15 reimburse necessary business expenses, and thereby engaged in unfair business practices and  
16 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004  
17 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were  
18 expected to perform similar job duties and were subject to the same or similar operations and  
19 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's  
20 recordkeeping practices with respect to Plaintiffs, Class Members, and PAGA Members were  
21 substantially the same during the time period at issue. As a result of said alleged uniform practices,  
22 Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to  
23 them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation  
24 would be determined by Defendant's uniform operations and employment practices, policies, and  
25 procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees within the  
26 State of California during the relevant time period.

27           16.     **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing  
28 a class action against their former employer. Plaintiffs spent considerable time and effort to

1 produce relevant documents and past employment records and to provide the facts and evidence  
2 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel  
3 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have  
4 no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class  
5 Period and subject to the same alleged violations and the same policies, practices, and procedures.  
6 Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have  
7 not yet received any monetary benefit for their service to date. Plaintiffs put their own interests  
8 aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but,  
9 instead, on behalf of other hourly-paid or non-exempt employees and the State of California.

10 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

11 17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the  
12 prosecution of consumer and employment class actions, involving wage-and-hour claims, race  
13 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is  
14 the attorney of record in well over a dozen employment-related putative class actions in both state  
15 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys  
16 who focus on litigating complex wage-and-hour class and Private Attorneys General Act  
17 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases  
18 involving the executive, administrative, and other overtime exemptions to the State of California  
19 and federal overtime compensation requirements. During a relatively short time, in association  
20 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of  
21 thousands of individuals in California.

22 18. Edwin Aiwasian is the Chief Executive Officer of Lawyers *for* Justice, PC. He  
23 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a  
24 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive  
25 formal training in dispute resolution and negotiation from the Straus Institute for Dispute  
26 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has  
27 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October  
28 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During

1 the summer of 2000, he studied Legal Writing at Harvard University. From approximately  
2 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable  
3 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From  
4 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the  
5 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.  
6 In December of 2004, he obtained a license to practice law from the California State Bar. Since in  
7 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively  
8 focused on the prosecution of consumer and employment class actions, involving wage-and-hour  
9 claims, race discrimination, unfair business practices, or consumer fraud. While employed by  
10 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over  
11 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,  
12 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the  
13 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases  
14 involving the executive, administrative, and other overtime exemptions to the State of California  
15 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC  
16 has successfully obtained class certification by contested motion practice in approximately sixteen  
17 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

18 19. Arby Aiwarzian is a Senior Partner of Lawyers *for* Justice, PC. He received his  
19 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum  
20 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From  
21 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the  
22 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.  
23 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern  
24 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth  
25 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before  
26 all courts of the State of California and all United States District Courts in the State of California.  
27 He has worked on many wage-and-hour class action and representative action cases, taking the  
28 lead in taking and defending depositions, arguing motions, and attending mediations. He has

1 played an integral role in preparing matters for class certification, including and not limited to,  
2 successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court  
3 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court  
4 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case  
5 No. RG13680477). Under his supervision, dozens of class action or representative action cases  
6 have resulted in settlements that have been granted court approval. He has handled over one  
7 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class  
8 action or representative action cases which have resulted in settlement.

9       20. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a  
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of  
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from  
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010),  
13 in New York (since 2013), and in Washington (since 2026), and she is admitted to practice in all  
14 U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California,  
15 U.S. District Court for the Western District of Washington, and the U.S. Supreme Court. She has  
16 taken and defended dozens of depositions and successfully handled motion practice in class action  
17 cases regarding discovery (including and not limited to, regarding class contact information), class  
18 certification (both contested class certification and stipulated class certification), arbitration  
19 agreements, coordination, and intervention. She has successfully handled briefing and oral  
20 argument on appeal and obtained notable decisions regarding the Private Attorneys General Act  
21 and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9  
22 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied  
23 (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant  
24 experience with class actions, including and not limited to working on cases to obtain class  
25 certification through contested motion practice and working on cases in the post-certification stage  
26 (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation  
27 in conjunction with co-counsel in a case involving a certified class consisting of approximately  
28 2,600 individuals). She also has extensive experience with class action and/or representative action

1 settlements, and she has handled this process in over three hundred (300) cases. Under her, Edwin  
2 Aiwazian and Arby Aiwazian, Lawyers *for* Justice, PC has handled the class certification and court  
3 approval process for hundreds of class action and/or representative action matters that have  
4 successfully resolved. She is a member of the California Employment Lawyers Association and,  
5 on several occasions, she has been a speaker regarding topics in wage and hour law at the  
6 organization's continuing legal education events.

7         21. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree  
8 from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law  
9 School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice  
10 before all courts of the State of California. I have worked on many wage-and-hour class action and  
11 PAGA representative cases, and my work on these cases has included preparing pleadings and  
12 motions, making court appearances, and drafting and finalizing settlement agreements.

13                     **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

14         22. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this  
15 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,  
16 PAGA Members, and the State of California recover over a reasonably short period of time as  
17 opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result  
18 that compares favorably with other similar class action settlements of this type given the strengths  
19 and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that  
20 would have only increased significantly had the case progressed through certification, trial, and/or  
21 appeals.

22         23. Class Counsel has litigated the case since January 7, 2026 and was actively  
23 preparing the matter for class certification and trial. The Parties have engaged in extensive  
24 settlement negotiations and participated in a full-day mediation conducted by Hon. Raul A.  
25 Ramirez (Ret.), a well-respected mediator experienced in mediating complex labor and  
26 employment matters. In the course of the this lawsuit and in connection with the mediation and  
27 settlement negotiations, the Parties exchanged extensive information and engaged in discussions  
28 regarding their evaluations of the case and various aspects of the case, including but not limited to,

1 the risks and delays of further litigation, the law relating to off-the-clock theory, arbitration  
2 agreements, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-  
3 hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of  
4 appeals, among other things. During all settlement discussions, the Parties conducted their  
5 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable  
6 to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the  
7 merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial. After  
8 conducting investigations, informal discovery, exchange of information, extensive settlement  
9 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter  
10 is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as  
11 the costs and risks to both sides that would attend further litigation. The Settlement is a fair,  
12 reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement  
13 Class Members, and of the Released PAGA Claims of Plaintiffs and the State of California, with  
14 respect to aggrieved employees, against the Released Parties.

15         24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,  
16 and scope of the claims, and was preparing the action for class certification and trial. Plaintiffs  
17 conducted significant investigation and informal discovery regarding the facts of the case,  
18 including and not limited to, the exchange, review, and analysis of a volume of documents and  
19 data obtained from Defendant, Plaintiffs, and other sources. The volume of data and documents  
20 that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' employment  
21 records, Class Members' time data and pay records, Defendant's Employee Handbook, internal  
22 memoranda, job descriptions, company policy acknowledgements, forms, procedures, and policies,  
23 among other information and documents. Class Counsel had the opportunity to interview  
24 Plaintiffs to gather facts and to identify potential witnesses. Counsel for the Parties met and  
25 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the  
26 production of documents and data prior to the mediation. Class Counsel drafted Plaintiffs'  
27 pleadings and mediation brief and prepared for and attended court proceedings, settlement  
28 negotiations, and the mediation, among other tasks.

1           25. Counsel for the Parties have also invested time researching and investigating the  
2 applicable law, which is constantly evolving as it relates to certification, representative PAGA  
3 claims, off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, state wage-  
4 and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto,  
5 as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit  
6 is fair, adequate, and reasonable.

7           26. Class Counsel is aware of the defenses and position of Defendant, but believes that  
8 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class  
9 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,  
10 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens  
11 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,  
12 and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel  
13 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,  
14 who is experienced and well-regarded in complex labor and employment matters.

15           27. Defendant, on the other hand, denied and continues to deny any liability and  
16 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that  
17 this lawsuit is appropriate for class treatment or representative adjudication for any purpose other  
18 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides  
19 have also had the opportunity to interview witnesses and review documents and information  
20 relating to Plaintiffs', Class Members', and PAGA Members' employment with Defendant, and  
21 Defendant's operations and employment policies, practices, and procedures. The Parties also  
22 reviewed and analyzed a volume of documents and data to determine the potential value and  
23 strength of the claims. The available information enabled Class Counsel to assess and value the  
24 class and PAGA claims and prepare violation, damages, and penalties analyses models.  
25 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be  
26 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both  
27 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The  
28 Settlement takes into account the strengths and weaknesses of each side's position and the

1 uncertainty of how the case might have concluded at trial and/or appeals.

2 **ESTIMATE OF THE VALUE OF THE CLAIMS**

3 28. Plaintiffs' action alleges that Defendant has violated the California Labor Code and  
4 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic  
5 scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to  
6 properly compensate overtime and minimum wages, failing to provide compliant meal and rest  
7 periods and associated premium pay, failing to timely pay wages during employment, failing to  
8 timely pay wages upon termination and associated waiting-time penalties, failing to provide  
9 compliant wage statements, failing to maintain requisite payroll records, failing to pay vacation  
10 wages, and failing to reimburse necessary business expenses. Plaintiff further contends that  
11 Defendant's aforementioned conduct constitutes unfair business practices (under the California  
12 Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

13 29. Based on data provided by Defendant, the total number of Class Members during  
14 the period from November 18, 2021 through January 25, 2026 ("relevant time period") was  
15 estimated to be approximately 1,385 individuals who worked an estimated total of 78,532  
16 Workweeks with an average hourly rate of pay of \$45.67.

17 30. Plaintiffs contended that Defendant required Class Members to perform work  
18 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest  
19 periods. Plaintiffs contended that Defendant discouraged the recordation of overtime hours and  
20 required Class Members to perform work off-the-clock. Plaintiffs contended that Defendant failed  
21 to include non-discretionary bonuses and incentives in the calculation of the regular rate when  
22 paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed,  
23 later, shortened, and/or interrupted, that Class Members were required to remain on premises  
24 during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly  
25 pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that  
26 Defendant intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to  
27 them while they were employed by Defendant, within the time period permissible under California  
28 law, and that Defendant failed to pay all wages due upon termination, within the time period

1 permissible under California law, thereby triggering waiting-time penalties under California Labor  
2 Code section 203. Plaintiffs contended that, based on the violations described herein, the wage  
3 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.  
4 Plaintiffs contended that Defendant failed to pay vacation wages. Finally, Plaintiffs contended that  
5 Defendant failed to reimburse Plaintiffs and the other Class Members for necessary business  
6 expenses, including, but not limited to, the costs associated with the usage of personal cell phones  
7 for work duties.

8         31. Class Counsel considered Defendant's arguments, e.g., that the employer's  
9 practices, policies, and procedures complied with the law, that Defendant paid Class Members  
10 over the California minimum wage for all hours worked, that Defendant correctly paid overtime  
11 for all overtime hours worked, that no waiting-time penalties were due because waiting-time  
12 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or  
13 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage  
14 statement violations and that this alleged violation and the alleged recordkeeping violation are  
15 entirely derivative of the other causes of action, and that a policy and practice of reimbursing  
16 employees for necessary business-related expenses exists. Class Counsel also considered the  
17 likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code,  
18 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that  
19 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also  
20 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it  
21 could be determined that individual liability issues predominate (e.g., due to purported variation in  
22 shifts, locations, job duties, and other circumstances which could raise individualized questions of  
23 fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

24         32. Class Counsel considered information, data, and documents obtained from  
25 Plaintiffs, Defendant, and other sources, and created violation, damages, and penalties valuations  
26 and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential  
27 value of the claims. However, the potential value of each claim assumed an exposure based on the  
28 above-captioned action having been certified and Plaintiffs having proven all elements of the

1 claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a  
2 representative basis), despite risks associated with obtaining and maintaining certification and  
3 demonstrating manageability, risks to establishing liability and any underlying California Labor  
4 Code and IWC Wage Order violations and damages, and significant additional costs that would  
5 have to be incurred in order to certify the above captioned action and establish liability, damages,  
6 and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized  
7 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel  
8 disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the  
9 circumstances and realities of the cases, applicable case law and regulations, the extensive time  
10 and pay records produced by Defendant, the costs and expenses of further litigation and  
11 certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel  
12 calculated the potential and realistic values of each claim as follows:

- 13 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to  
14 be \$5,380,227.32 (78,532 workweeks x 1 hour of unpaid overtime wages x  
15 overtime hourly rate of \$68.51, which is based on the average hourly rate of  
16 \$45.67). At this juncture, a discount of 70% was applied to account for the risks  
17 associated with obtaining and maintaining class certification (bringing the value of  
18 this claim closer to \$1,614,068.20), a discount of 75% was applied to account for  
19 the risks associated with succeeding on the merits and establishing liability  
20 (bringing the value of this claim closer to \$403,517.05), and a discount of 80% was  
21 applied to account for the risks associated with proving the extent of damages and  
22 obtaining an award thereof (bringing the value of this claim closer to \$80,703.41).
- 23 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to  
24 be \$3,586,556.44 (78,532 workweeks x 1 hour of unpaid minimum wages x average  
25 hourly rate of \$45.67). At this juncture, a discount of 70% was applied to account  
26 for the risks associated with obtaining and maintaining class certification (bringing  
27 the value of this claim closer to \$1,075,966.93, a discount of 75% was applied to  
28 account for the risks associated with succeeding on the merits and establishing

liability (bringing the value of this claim closer to \$268,991.73), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$53,798.35).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$7,173,112.88 (78,532 workweeks x 2 meal period premiums x average hourly rate of \$45.67). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,151,933.86), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$537,983.47), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$80,697.52).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$7,173,112.88 (78,532 workweeks x 2 rest period premiums x average hourly rate of \$45.67). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,151,933.86), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$537,983.47), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$80,697.52).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that

approximately 811 Class Members had been terminated during the three-year statute of limitations (i.e., from January 7, 2023). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$8,889,208.80 collectively (811 individuals x [30 days x hourly rate of \$45.67 x 8 hours]), or approximately \$10,960.80 per individual. At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,666,762.64), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$666,690.66), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$133,338.13).

- g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$1,004,000.00 (251 violations x \$4,000 maximum statutory penalty). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$301,200.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$75,300.00), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$15,060.00).
- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$282,715.20 (78,532 workweeks x \$3.60 unreimbursed business expenses). At this juncture, a discount of 70% was applied to account for

the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$84,814.56), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$21,203.64), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$4,240.73).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$1,025,500.00 (586 aggrieved employees estimated to have worked during one-year statutory period x \$1,750 civil penalties). At this juncture a discount of 60% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$410,200.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$123,060.00), and a discount of 80% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$24,612.00).

33. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses

34. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, PAGA Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

13 Executed on this 28<sup>th</sup> day of August 2026, at Glendale, California.

15 \_\_\_\_\_  
/s/ Ryan Slinger  
Ryan Slinger

# **EXHIBIT 1**



January 8, 2026

**BY ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
PAGAfilings@dir.ca.gov

**Re: HAMPTON TEDDER ELECTRIC COMPANY**

Dear Representative:

We have been retained to represent Briana Holmes against Hampton Tedder Electric Company (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "HTEC") for violations of California wage-and-hour laws. Ms. Holmes seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Holmes seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

HTEC employed Ms. Holmes as an hourly-paid, non-exempt employee in the State of California. Ms. Holmes is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by HTEC and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Ms. Holmes may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, HTEC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California 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 IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

HTEC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Holmes and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Holmes and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, HTEC required Ms. Holmes and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HTEC did not provide Ms. Holmes and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HTEC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Holmes and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Holmes and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Holmes and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Holmes and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Holmes and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, HTEC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Holmes and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HTEC did not provide Ms. Holmes and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Holmes and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Holmes and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Holmes and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HTEC.

Therefore, on behalf of all aggrieved employees, Ms. Holmes seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6<sup>th</sup> Floor  
Riverside, CA 92501

**LAWYERS FOR JUSTICE**  
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Briana Holmes v. Hampton Tedder Electric Company

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Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

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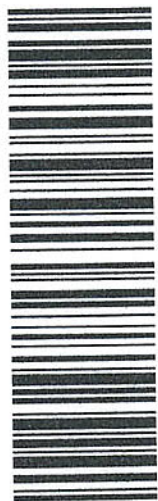
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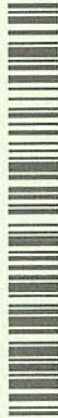
Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501

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Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501



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# **EXHIBIT 2**



March 12, 2026

***BY ONLINE SUBMISSION***

California Labor & Workforce Development Agency  
PAGAfiling@dir.ca.gov

**Re: *HAMPTON TEDDER ELECTRIC COMPANY***

Dear Representative:

We have been retained to represent Sherri Cuthbertson against Hampton Tedder Electric Company (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Hampton Tedder") for violations of California wage-and-hour laws. Ms. Cuthbertson seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Cuthbertson seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Hampton Tedder has employed Ms. Cuthbertson as an hourly-paid, non-exempt employee from approximately April 2019 to the present, in the State of California.

The "aggrieved employees" that Ms. Cuthbertson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Hampton Tedder has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California 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 IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

Hampton Tedder required Ms. Cuthbertson and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Cuthbertson and other aggrieved employees for this time. Such work included, but was not limited to, responding to work related communications, , completing opening/closing procedures, answering phone calls, and performing other regular tasks/duties.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Cuthbertson and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Cuthbertson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Hampton Tedder required Ms. Cuthbertson and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Hampton Tedder failed to pay aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Hampton Tedder failed to pay Ms. Cuthbertson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Hampton Tedder did not provide Ms. Cuthbertson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Hampton Tedder were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Cuthbertson and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Cuthbertson and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Cuthbertson and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Cuthbertson and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Cuthbertson and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Hampton Tedder failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Cuthbertson and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Hampton Tedder did not provide Ms. Cuthbertson and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Hampton Tedder failed to pay Ms. Cuthbertson and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Cuthbertson and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Hampton Tedder failed to pay Ms. Cuthbertson and other aggrieved employees for two (2)

hours at the employee's regular rate of pay on days in which Ms. Cuthbertson and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Cuthbertson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Hampton Tedder. These costs include, but are not limited to, the use of personal phones for business-related purposes, and the use of personal vehicles for business-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Cuthbertson seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6<sup>th</sup> Floor  
Riverside, CA 92501

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**LAWYERS FOR JUSTICE**

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c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

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PAGA Notice No. 1 Cuthbertson v. Hampton Tedder Electric

Street and Apt. No., or PO Box No.

City, State, ZIP+4<sup>®</sup>

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763



9590 9402 8472 3186 6606 14

2. Article Number (Transfer from service label)

9589 0710 5270 2588 0133 32

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Adult Signature                    | <input type="checkbox"/> Priority Mail Express <sup>®</sup>         |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail <sup>™</sup>               |
| <input checked="" type="checkbox"/> Certified Mail <sup>®</sup>        | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation <sup>™</sup>        |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |                                                                     |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

Domestic Return Receipt

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c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501

Postmark  
Here

PAGA Notice No. 2 Cuthbertson v. Hampton Tedder Electric

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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ature restricted delivery service, which requires the signature to be at least 21 years of age, delivery to the addressee specified or to the addressee's authorized agent at retail).

Your Certified Mail receipt is legal proof of mailing; it should bear a date, if you would like a postmark on it. If you are mailing a letter, attach a Mail Receipt, Please present your Mail item at a Post Office." for proof of mailing.

If you don't need a postmark on this receipt, detach the barcoded portion and return it to the post office, by mail, postage, and deposit the mailpiece.

at retail).

to the addressee specified by name, or addressee's authorized agent.

**Following benefits:**

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\$10.44<sup>0</sup>  
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ZIP 91203  
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Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. A  
Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501



9590 9402 8472 3186 6607 51

2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

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☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**Certified Mail**

- A receipt (this portion of the card)
- A unique identifier for your mailpiece
- Electronic verification of delivery.

- A record of delivery (in the form of a signature) that is retained for a specified period.

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- You may purchase Certified Mail with First-Class Mail®, First-Class Mail® service, or Priority Mail® service.
- Certified Mail service is available for international mail.

- Insurance coverage is provided with Certified Mail service.
- Insurance coverage for Certified Mail service is provided at no additional cost for certain Priority Mail® items.

- For an additional fee, a return receipt may be requested on the mailpiece. For more information on the following services, visit [usps.com/returnreceipt](https://usps.com/returnreceipt).

- Return receipt service is available for Certified Mail or delivery (including Certified Mail). You can request a hard copy or an electronic version. If you request a hard copy, you must complete PS Form 3811. Receipts attach PS Form 3811.

PS Form 3800, January 2020

# **EXHIBIT 3**

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

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Briana Holmes (“Plaintiff Holmes”) and Plaintiff Sherri Cuthbertson (“Plaintiff Cuthbertson”) (together, “Plaintiffs”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Defendant Hampton Tedder Electric Company (“HTEC” or “Defendant”) (collectively, Plaintiffs and Defendant are referred to as the “Parties” and individually they are referred to as “Party”).

This Joint Stipulation of Class Action and PAGA Settlement and Release shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California with respect to PAGA Members (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

## RECITALS

1. On January 7, 2026, Plaintiff Holmes filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Briana Holmes v. Hampton Tedder Electric Company* in the Superior Court of California for the County of San Bernardino, Case No. CIVRS2600142 (“Action”) against Defendant for alleged violations of the California Labor Code.

2. On January 8, 2026, Plaintiff Holmes provided notice by electronic upload to the California Labor and Workforce Development Agency (“LWDA”) and written notice by certified mail to Defendant of her intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendant’s alleged violations of the California 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 Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001 (“Holmes PAGA Notice”). A true and correct copy of the Holmes PAGA Notice is attached hereto as “**EXHIBIT B.**”

3. On March 12, 2026, Plaintiff Cuthbertson provided notice by electronic upload to the LWDA and written notice by certified mail to Defendant of her intent to pursue civil penalties under PAGA for Defendant's alleged violations of the California 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 Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001 (“Cuthbertson PAGA Notice”) (together with the Holmes PAGA Notice, the “PAGA Notices”). A true and correct copy of the Cuthbertson PAGA Notice is attached hereto as “**EXHIBIT C.**”

4. Plaintiffs will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“First Amended Complaint”), thereby adding Plaintiff Cuthbertson as an additional plaintiff and adding a claim for civil penalties pursuant to PAGA.

5. Defendant denies all material allegations set forth in the Operative Complaint in the Action and has asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

6. Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of Defendant’s employment and operations policies, practices, and procedures.

7. On February 19, 2026, the Parties participated in mediation with the Honorable Raul A. Ramirez (Ret) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations and presentation of a mediator’s proposal, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

## DEFINITIONS

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

a. “Class Counsel” means Arby Aiwarzian, Ryan Slinger, and Harris Koepenick of Lawyers *for* Justice, PC.

b. “Class Counsel’s Fees” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions, as set forth in Paragraph 13.

c. “Class Counsel’s Costs” means all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 13.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's last-known full name, mailing address, telephone number, Social Security Number, start and end dates employed as a non-exempt, hourly-paid employee of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined herein).

e. “Class Member(s)” or “Class” means all current and former hourly-paid or non-exempt employees who worked for HTEC within the State of California at any time during the Class Period. Defendant represents that the number of Class Members is approximately one thousand three hundred and eighty-five (1,385) individuals, as of January 25, 2026.

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

g. “Class Period” means the time period from November 18, 2021 through the date of (a) preliminary approval or (b) the Alternate End Date, pursuant to Paragraph 39, whichever is sooner.

1 h. "Class Representative(s)" or "Plaintiff(s)" mean Briana Holmes and Sherri  
2 Cuthbertson.

3 i. "Class Settlement" means the settlement and resolution of all Released Class  
4 Claims.

5 j. "Court" means the Superior Court of California for the County of San Bernardino.

6 k. "Defendant" means Hampton Tedder Electric Company.

7 l. "Defendant's Counsel" means Richard D. Marca, Matthew B. Neufeld, and Elia  
8 M. Vasquez of Varner & Brandt LLP.

9 m. "Effective Date" means the last to occur of the following: (a) if there are no  
10 objections to the settlement, then the date of final approval by the Court; (b) if there are objections to  
11 the settlement, and if an appeal, review or writ is not sought from the order granting final approval of  
12 the settlement, the 31st day after service of notice of entry of the order; or (c) if an appeal, review or  
13 writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed  
14 or denied, and the order is no longer subject to further judicial review.

15 n. "Employer Taxes" means the employers' share of taxes and contributions in  
16 connection with the wages portion of Individual Settlement Shares.

17 o. "Enhancement Award" means the amount to be paid to Plaintiffs in recognition of  
18 their efforts and work in prosecuting the Actions, which is in addition to whatever payments they may  
19 otherwise be entitled to as a Settlement Class Member and/or PAGA Member.

20 p. "Final Approval" means the determination by the Court that the Settlement is fair,  
21 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

22 q. "Final Approval Hearing" means the hearing at which the Court will consider and  
23 determine whether the Settlement should be granted Final Approval.

24 r. "Final Approval Order and Judgment" means the order and judgment to be  
25 entered by the Court upon granting Final Approval of the Settlement and this Agreement as binding  
26 upon the Parties and the Settlement Class Members (i.e., those Class Members who do not properly and  
27 timely submit a Request for Exclusion).

28 ///

1 s. “Gross Settlement Amount” means the amount of Four Hundred Fifty Thousand  
2 Dollars (\$450,000.00) to be paid by Defendant in full resolution of all Released Class Claims, Released  
3 PAGA Claims, and the claims in the Operative Complaint provided for under the Class Settlement and  
4 PAGA Settlement, which includes all Class Counsel’s Fees and Class Counsel’s Costs to be paid to Class  
5 Counsel, Enhancement Awards to be paid to Plaintiffs, PAGA Allotment to be paid to the LWDA and  
6 PAGA Members, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement  
7 Administration Costs to be paid to the Settlement Administrator. The Gross Settlement Amount may  
8 increase to the extent provided in Paragraph 39. The Gross Settlement Amount does not include  
9 Employer Taxes; Employer Taxes will be paid by Defendant, separately and in addition to the Gross  
10 Settlement Amount.

11 t. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Member  
12 Amount that a PAGA Member may be eligible to receive for the PAGA Settlement, to be calculated in  
13 accordance with Paragraph 18.

14 u. “Individual Settlement Payment(s)” means the net payment of each Settlement  
15 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
16 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
17 Paragraph 17.

18 v. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
19 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in  
20 accordance with Paragraph 17.

21 w. “LWDA Payment” means the amount of Sixteen Thousand Two Hundred and  
22 Fifty Dollars (\$16,250.00), i.e., 65% of the PAGA Allotment, that the Parties have agreed to pay to the  
23 LWDA for the PAGA Settlement, as set forth in Paragraph 16.

24 x. “Net Settlement Amount” means the Gross Settlement Amount less the Court-  
25 approved Enhancement Awards, Settlement Administration Costs, PAGA Allotment, and Class Counsel’s  
26 Fees and Class Counsel’s Costs.

27 y. “Objection” means a Class Member’s written objection to the Class Settlement,  
28 which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full

1 name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain  
2 a written statement of all grounds for the objection accompanied by any legal and factual support for such  
3 objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based;  
4 and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or  
5 before the Response Deadline.

6 z. “Operative Complaint” means the First Amended Class Action Complaint for  
7 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*  
8 to be filed in the Action.

9 aa. “PAGA Allotment” means the allocation of Twenty-Five Thousand Dollars  
10 (\$25,000.00) from the Gross Settlement Amount as civil penalties pursuant to the PAGA, for the  
11 settlement and resolution of the Released PAGA Claims. Sixty-five percent (65%) of the PAGA  
12 Allotment, or \$16,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining  
13 thirty-five percent (35%), or \$8,750.00, will be distributed to PAGA Members (i.e., the PAGA Member  
14 Amount).

15 bb. “PAGA Members” means all current and former hourly-paid or non-exempt  
16 employees who worked for HTEC within the State of California during the PAGA Period.

17 cc. “PAGA Member Amount” means the amount of Eight Thousand Seven Hundred  
18 and Fifty (\$8,750.00), i.e., 35% of the PAGA Allotment, to be distributed to PAGA Members on a *pro*  
19 *rata* basis based on their PAGA Pay Periods during the PAGA Period.

20 dd. “PAGA Pay Period” is any pay period in which, for one or more hours during the  
21 PAGA Period, a PAGA Member provided labor or services for HTEC in California for remuneration.

22 ee. “PAGA Period” means the time period from February 28, 2024 through the date  
23 of (a) preliminary approval or (b) the Alternate End Date, pursuant to Paragraph 39, whichever is sooner.

24 ff. “PAGA Settlement” means the settlement and resolution of Released PAGA  
25 Claims.

26 gg. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means any of  
27 the Plaintiffs or Defendant.

28 ///

1           hh.     “Preliminary Approval” means entry of the Court order granting preliminary  
2 approval of the Settlement Agreement.

3           ii.     “Released Class Claims” means all claims against HTEC, and Released Parties,  
4 either alleged, or that reasonably could have been alleged, based on the factual allegations contained in  
5 the Operative Complaint, alleging: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid  
6 Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period  
7 Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4)  
8 Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation  
9 of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California  
10 Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor  
11 Code § 226(a) (Noncompliant Wage Statements); (8) Violation of California Labor Code § 1174(d)  
12 (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802  
13 (Unreimbursed Business Expenses); (10) Violation of California Labor Code § 227.3 (Failure to Pay  
14 Vacation Wages) and (11) Violation of California Business & Professions Code § 17200, et seq.

15           jj.     “Released PAGA Claims” means all claims under PAGA arising during the  
16 PAGA Period which were asserted or which reasonably could have been asserted against the Released  
17 Parties in the PAGA Notices and/or the Operative Complaint, including, *inter alia*, sections 201, 202,  
18 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802,  
19 and applicable Industrial Welfare Commission Wage Orders.

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

25           ll.     “Request for Exclusion” means a Class Member’s written letter indicating a  
26 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of  
27 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last  
28 four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class

Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

mm. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45<sup>th</sup> day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

nn. “Settlement Administrator” means Phoenix Settlement Administrators or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel 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.

oo. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 15.

pp. “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

qq. “Workweek” means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator based on any workweek in which a Class Member worked for one or more hours during the Class Period.

rr. “Workweeks Dispute” means a Class Member’s and/or PAGA Member’s written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks and/or PAGA Pay Periods credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s and/or PAGA Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member

and/or PAGA Member disputes of the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

### **CLASS CERTIFICATION**

10. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiff against Defendant in a non-settlement context.

### **TERMS OF AGREEMENT**

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

12. Funding and Disbursement of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within fifteen (15) calendar days after the Effective Date, Defendant will make a one-time deposit of the Gross Settlement Amount into the settlement account to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement Awards to Plaintiffs; (e) Class Counsel's Fees and Class Counsel's Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will obtain funds from Defendant that are sufficient for the Employer Taxes

that Defendant must fund separately and in addition to the Gross Settlement Amount. The Settlement Administrator will also undertake filings and remittances in connection with the employee's share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

13. Class Counsel's Fees and Class Counsel's Costs. Class Counsel will request and Defendant will not oppose Class Counsel's Fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., up to \$150,000.00 if the Gross Settlement Amount remains \$450,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, supported by declaration, in an amount not to exceed twenty thousand dollars (\$20,000.00), both of which will be paid from the Gross Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and settlement of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Class Counsel's Fees and Class Counsel's Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Any portion of the requested Class Counsel's Fees and Class Counsel's Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. Enhancement Awards. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Awards to Plaintiffs in the amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00) each, for a total of \$15,000.00. The Enhancement Awards, which will be paid from the Gross Settlement Amount subject

to Court approval, will be in addition to any Individual Settlement Payment and/or Individual PAGA Payment (if applicable) that they are eligible to receive pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Awards, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any and all taxes on the amounts received. Should the Court not approve the Enhancement Awards to Plaintiffs, or approve it in an amount that is less than that set forth above, Plaintiffs shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the amount approved by the Court (if any) and the amount allocated toward the Enhancement Awards will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00). These costs, which will be paid from the Gross Settlement Amount subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator, to undertake the required settlement administration duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

16. PAGA Allotment. Subject to approval by the Court, the Parties agree that the amount of Twenty Five Thousand Dollars (\$25,000.00) from the Gross Settlement Amount will be allocated toward civil penalties under PAGA (i.e., the PAGA Allotment), of which sixty-five percent (65%), or \$16,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$8,750.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis,

based on PAGA Pay Periods during the PAGA Period (i.e., the Individual PAGA Payment).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members' number of PAGA Pay Periods during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 35% of the PAGA Allotment, by the total number of PAGA Pay Periods of all PAGA Members during the PAGA Period to yield the "PAGA Pay Period Value," and multiply 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.

19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or PAGA Members to any increased retirement, 401K benefits or

1 matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the  
2 Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the  
3 sole payments to be made by Defendant to the Settlement Class Members and PAGA Members in  
4 connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or  
5 compensation plan document that might have been in effect during the Class Period).

6 20. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code  
7 section 2699(l)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the  
8 same time that it is submitted to the Court for preliminary approval.

9 21. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary  
10 Approval, Defendant will provide the Class List to the Settlement Administrator.

11 22. Notice by First-Class U.S. Mail.  
12 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,  
13 the Settlement Administrator will perform a search based on the United States Postal Service's National  
14 Change of Address Database or any other similar services available, such as provided by Experian, for  
15 information to update and correct for any known or identifiable address changes, and will mail a Class  
16 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all  
17 Class Members via U.S. mail, using the most current, known mailing addresses identified by the  
18 Settlement Administrator.

19 b. With respect to Class Notices that are returned as undeliverable on or before the  
20 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-  
21 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

22 c. Dispute Regarding Workweeks and/or PAGA Pay Periods. The Class Notice will  
23 include the procedure by which a Class Member and/or PAGA Member may dispute the number of  
24 Workweeks and/or PAGA Pay Periods allocated to him or her by submitting a timely and valid  
25 Workweeks Dispute. The date of the postmark on the return mailing envelope will be the exclusive  
26 means to determine whether a dispute has been timely submitted. Absent evidence rebutting the  
27 accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA  
28 Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed correct

1 and determinative of the dispute. The Settlement Administrator will evaluate the information and/or  
2 documents submitted by the Class Member and/or PAGA Member and the Settlement Administrator  
3 will resolve and determine the number of Workweeks and/or PAGA Pay Periods that the disputing Class  
4 Member and/or PAGA Member should be credited with under the Settlement. The Settlement  
5 Administrator's decision on such disputes will be final and non-appealable.

6 23. Settlement Checks.

7 a. The Settlement Administrator will be responsible for undertaking appropriate  
8 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to  
9 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA  
10 Members in accordance with this Settlement Agreement. When issuing payments, the Settlement  
11 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one  
12 check if the intended recipient for both payments is one individual.

13 b. The Settlement Administrator shall remit and report the applicable portions of the  
14 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this  
15 Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent  
16 necessary to determine the amount of the payroll tax payment required.

17 c. Each Individual Settlement Payment check and Individual PAGA Payment check  
18 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original  
19 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the  
20 cancelation of checks issued to Settlement Class Members and PAGA Members, shall be paid to Legal  
21 Aid Society of San Bernardino ("Proposed *Cy Pres* Recipient"). The Proposed *Cy Pres* Recipient is a  
22 not-for-profit organization providing legal services to indigent individuals, families, and communities in  
23 the Greater Riverside-San Bernardino metropolitan area. The Parties and their counsel do not have any  
24 interests in the Proposed *Cy Pres* Recipient or involvement within the governance or work of the Proposed  
25 *Cy Pres* Recipient. Should the Court reject Legal Aid Society of San Bernardino as a viable *cy pres*  
26 recipient, the Parties agree to select and propose an alternate *cy pres* recipient ("Alternate *Cy Pres*  
27 Recipient") that is an entity that the Parties and their counsel do not have any interest in and with respect  
28 to which they do not have any involvement in the entity's governance or work. Payment to the *Cy Pres*

1 Recipient or Alternative Cy Pres Recipient shall be made after the Court enters an order approving the  
2 Parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with  
3 California Code of Civil Procedure section 384.5, *et seq.*

4 d. The Settlement Administrator shall undertake amended and/or supplemental tax  
5 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated  
6 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.  
7 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,  
8 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will  
9 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the  
10 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the  
11 PAGA Members with respect to the PAGA Settlement irrespective of whether their Individual PAGA  
12 Payment checks are canceled.

13 24. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member  
14 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion  
15 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark  
16 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion  
17 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and  
18 Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and  
19 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in  
20 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request  
21 for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
22 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not  
23 be issued an Individual Settlement Payment. All PAGA Members will be bound by the PAGA  
24 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a  
25 Request for Exclusion.

26 25. Procedures for Objecting to the Class Settlement. Class Members who have not opted  
27 out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To  
28 object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection

1 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be  
2 signed by the Settlement Class Member and contain all information required by Section 9(y) of this  
3 Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the  
4 Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise  
5 encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval  
6 Order and Judgment. Settlement Class Members may also present their objection orally at the Final  
7 Approval Hearing, irrespective of whether they submit a written Objection. The Settlement  
8 Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were  
9 timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in  
10 advance of the Final Approval Hearing.

11       26.   Reports by the Settlement Administrator Regarding Settlement Administration. The  
12 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which  
13 certifies: (a) the number of Class Members and/or PAGA Members who have submitted Workweeks  
14 Disputes; (b) the number of Class Members who have submitted timely and valid Requests for  
15 Exclusion; (c) the number of Class Members who have submitted timely and complete Objections; (d)  
16 the number of undeliverable Class Notices; and (e) the number of re-mailed Class Notices.  
17 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports  
18 regarding the administration of the Settlement Agreement as needed or requested, and immediately  
19 notify the Parties when it receives a request from an individual or any other entity regarding inclusion  
20 in the Class and/or Settlement.

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

24       28.   Treatment of Individual Settlement Payments and Individual PAGA Payments. Each  
25 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent  
26 (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on  
27 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be  
28 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will

1 withhold the employee's share of taxes and withholdings with respect to the wages portion of the  
2 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual  
3 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and  
4 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
5 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

6 29. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
7 will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Members, and Class  
8 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
9 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all  
10 payroll taxes, contributions, and withholdings to the appropriate government authorities.

11 30. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not  
12 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications  
13 to Class Members or PAGA Members regarding the Settlement to constitute advice regarding taxes or  
14 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other  
15 communication regarding the Settlement be relied on as such. Plaintiffs, Settlement Class Members, and  
16 PAGA Members understand and agree that they will be solely responsible for correctly characterizing  
17 any compensation received by them under the Settlement on their personal income tax returns and  
18 paying any and all taxes due for any and all amounts paid to them under the Settlement.

19 31. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR  
20 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
21 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
22 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT  
23 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
24 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
25 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE  
26 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF  
27 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
28 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,

1 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING  
2 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT  
3 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION  
4 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND  
5 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
6 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY  
7 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO  
8 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
9 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
10 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
11 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
12 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED  
13 BY THIS SETTLEMENT AGREEMENT.

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

18 33. Releases of Claims.

19 a. Release of Released Class Claims. Upon the Effective Date and full funding of  
20 the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid  
21 Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever  
22 released, settled, compromised, relinquished, and discharged the Released Parties of and from all  
23 Released Class Claims.

24 34. Release of Released PAGA Claims. Upon the Effective Date and full funding of the Gross  
25 Settlement Amount, Plaintiffs, the State of California with respect to PAGA Members, and PAGA  
26 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,  
27 and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiffs and  
28 the PAGA Members.

1           35.     General Release of Claims by Plaintiffs. In addition to the above releases of claims, upon  
2 the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs will be deemed to have  
3 fully released and discharged the Released Parties of and from all claims arising from their employment  
4 with Defendant, separation of employment from Defendant, and any acts that have or could have been  
5 asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under  
6 any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor  
7 Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of  
8 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations  
9 Code, California Business and Professions Code, California Fair Employment and Housing Act,  
10 California Constitution (all as amended), and law of contract and tort, as well as for discrimination,  
11 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,  
12 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and  
13 costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims  
14 released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and  
15 benefits available under California Civil Code section 1542, which provides:

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

19 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now  
20 known or believed by Plaintiffs to exist may hereafter be discovered. It is Plaintiffs' intention to settle  
21 fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown,  
22 suspected or unsuspected, upon the Effective Date and full funding of the Gross Settlement Amount.  
23 Notwithstanding the above, this general release by Plaintiffs shall not extend to claims for workers'  
24 compensation benefits, claims for unemployment benefits, or other claims that may not be released by  
25 law.

26           36.     Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
27 Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for  
28 Plaintiffs' motion for preliminary approval of the Settlement, and submit this Settlement Agreement to

the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court’s permission, a hearing will be conducted on Plaintiffs’ motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Class Counsel’s Fees and Class Counsel’s Costs, Enhancement Awards, and Settlement Administration Costs. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed-upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Appointment of Plaintiffs as representatives of the Settlement Class;
- d. Appointment of Class Counsel as counsel for the Settlement Class;
- e. Approval of the application for Class Counsel’s Fees and Class Counsel’s Costs to

1 Class Counsel;

2 f. Approval of the application for Enhancement Awards to Plaintiffs;

3 g. Directing Defendant to fund all amounts due under the Settlement Agreement and  
4 ordered by the Court; and

5 h. Entering judgment in this Action, while maintaining continuing jurisdiction to  
6 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement  
7 Agreement.

8 38. Effects of Termination of the Settlement. In the event that the Settlement Agreement is  
9 not approved by the Court, such a development shall have the following effects:

10 a. The Settlement Agreement and all negotiations, statements, and proceedings  
11 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored  
12 to their respective positions in the Actions prior to the execution of the Settlement Agreement;

13 b. Neither this Settlement Agreement, nor any ancillary documents, actions,  
14 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)  
15 shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and

16 c. Any documents generated to bring the Settlement into effect, will be null and  
17 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be  
18 treated as void from the beginning.

19 39. Escalator Clause. HTEC estimates that there are 1,385 Class Members who worked a  
20 total of 78,532 Workweeks during the Class Period. HTEC estimates that there are 586 PAGA Members  
21 who worked a total of 25,449 PAGA Pay Periods during the PAGA Period. Should the Workweeks  
22 during the Class Period increase beyond 10% (i.e., exceeds 86,385 Workweeks), then either (a) HTEC  
23 shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the  
24 number of Workweeks above 10% (e.g., if the number of Workweeks increases by 11%, then the Gross  
25 Settlement Amount will increase by 1%), or (b) the Class Period and PAGA Period shall end on the last  
26 day on which the Workweeks do not exceed 86,385 ("Alternate End Date").

27 40. Opt-Out Clause. If five percent (5%) or more of the Class Members opt-out of the Class  
28 Settlement, HTEC may, at its election, rescind the Settlement Agreement and all actions taken in

furtherance of it will be thereby null and void. Defendant must give written notice to Class Counsel of its intent to rescind the Settlement Agreement within fourteen (14) business days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Settlement Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission, not to exceed the amount approved by the Court in the Preliminary Approval Order. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant, not to exceed the amount approved by the Court in the Preliminary Approval Order, and no term of this Settlement Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

41. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, 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.

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

43. Limitation on Publicity. Plaintiffs and Class Counsel agree not to issue press releases and engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Class Members and PAGA Members. However, for the limited purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions for such purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

1           44.    Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
2 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
3 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section  
4 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal  
5 law, which provide that a written agreement is to be construed according to its terms and may not be  
6 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
7 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This  
8 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and  
9 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,  
10 representations, and statements, whether oral or written and whether by a Party or such Party's legal  
11 counsel, are merged herein.

12           45.    Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the  
13 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code  
14 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the  
15 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

16           46.    Amendment and Waiver. The Parties may not waive, amend, or modify any provision of  
17 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject  
18 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement  
19 will not constitute a waiver of any other provision.

20           47.    Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
22 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant  
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
24 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
25 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement  
26 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
27 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
28 provisions that otherwise might apply under state or federal law.

1           48.   Signatories. It is agreed that because the members of the Class are so numerous, it is  
2 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class  
3 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement  
4 Class Members, and the release shall have the same force and effect as if this Settlement Agreement  
5 were executed by each Settlement Class Member.

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

8           50.   California Law Governs. All terms of this Settlement Agreement and attached exhibits  
9 hereto will be governed by and interpreted according to the laws of the State of California.

10          51.   Execution and Counterparts. This Settlement Agreement is subject only to the execution  
11 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
12 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the  
13 signature page, will be deemed to be one and the same instrument.

14          52.   Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class  
16 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations  
17 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.  
18 The Parties further acknowledge that they are each represented by competent counsel and that they have  
19 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this  
20 Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator  
21 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the  
22 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the  
23 Settlement is objectively fair and reasonable.

24          53.   Invalidity of Any Provision. Before declaring any provision of this Settlement  
25 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
26 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement  
27 valid and enforceable.

28    ///

1           54.    Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the  
2 terms herein and agree to fully cooperate to implement the Settlement.

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

17           56.    Captions. The captions and paragraph numbers in this Settlement Agreement are inserted  
18 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
19 provisions of this Settlement Agreement.

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

25           58.    Representation by Counsel. The Parties acknowledge that they have been represented by  
26 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that  
27 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in  
28 full by the Parties with the assistance of their respective counsel.

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

60. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.  
Ryan Slinger, Esq.  
Harris Koepenick, Esq.  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203

To Defendant:

Richard D. Marca, Esq.  
Matthew B. Neufeld, Esq.  
Elia M. Vasquez, Esq.  
**VARNER & BRANDT LLP**  
3750 University Avenue, Suite 610  
Riverside, California 92501

61. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiffs and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF BRIANA HOLMES**

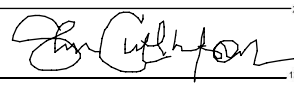
Dated: 07/07/2026, 2026

Electronically Signed:  2026-07-07 22:59:00 UTC - 137.25.77.147  
Nintex AssureSign® e51a9bab-0e93-4aac-b084-b476d1330a5e

Briana Holmes, Plaintiff

**PLAINTIFF SHERRI CUTHBERTSON**

Dated: 07/02/2026, 2026

Electronically Signed:  2026-07-02 20:07:17 UTC - 47.181.84.61  
Nintex AssureSign® 13670224-1413-4c60-b535-b476d1345b0d

Sherri Cuthbertson, Plaintiff

**DEFENDANT HAMPTON TEDDER ELECTRIC COMPANY**

Dated: June 24, 2026, 2026



Full Name:

Title:

On behalf of Hampton Tedder Electric Company

**APPROVED AS TO FORM:**

**LAWYERS *for* JUSTICE, PC**

Dated: 07/08/2026, 2026



Ryan Slinger, Esq.

Harris Koepenick, Esq.

*Attorneys for Plaintiffs and Proposed Class Counsel*

**VARNER & BRANDT LLP**

Dated: July 15, 2026



Richard D. Marca, Esq.

Matthew B. Neufeld, Esq.

Elia M. Vasquez, Esq.

*Attorneys for Defendant Hampton Tedder Electric Company*

# **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.**

# **EXHIBIT B**



January 8, 2026

***BY ONLINE SUBMISSION***

California Labor & Workforce Development Agency  
PAGAfilings@dir.ca.gov

**Re: HAMPTON TEDDER ELECTRIC COMPANY**

Dear Representative:

We have been retained to represent Briana Holmes against Hampton Tedder Electric Company (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "HTEC") for violations of California wage-and-hour laws. Ms. Holmes seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Holmes seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

HTEC employed Ms. Holmes as an hourly-paid, non-exempt employee in the State of California. Ms. Holmes is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by HTEC and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Ms. Holmes may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, HTEC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California 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 IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

HTEC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Holmes and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Holmes and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, HTEC required Ms. Holmes and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HTEC did not provide Ms. Holmes and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HTEC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Holmes and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Holmes and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Holmes and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Holmes and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Holmes and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, HTEC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Holmes and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HTEC did not provide Ms. Holmes and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Holmes and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, HTEC failed to pay Ms. Holmes and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Holmes and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Holmes and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HTEC.

Therefore, on behalf of all aggrieved employees, Ms. Holmes seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6<sup>th</sup> Floor  
Riverside, CA 92501

**LAWYERS FOR JUSTICE**  
450 N. BRAND BLVD., SUITE 900 / GLENDALE, CA 91203

**CERTIFIED MAIL**

9589 0710 5270 2988 9580 28  
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PITNEY BOWES  
\$11.02 0  
US POSTAGE  
FIRST-CLASS  
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2009 152203  
JAN 08 2005

PAGA Notice #1  
Briana Holmes v. Hampton Tedder Electric Company

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee  
\$

Extra Services & Fees (check box, add fee as appropriate)

|                                                              |    |
|--------------------------------------------------------------|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

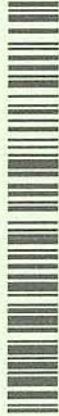
Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1  
Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763



9590 9402 8473 3186 0839 24

2. Article Number (Transfer from service label)

9589 0710 5270 2988 9580 28

all Restricted Delivery (over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

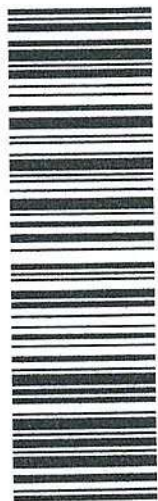
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| A. Signature                                                                                                                                    |                     | <input type="checkbox"/> Agent     |
| <b>X</b>                                                                                                                                        |                     | <input type="checkbox"/> Addressee |
| B. Received by (Printed Name)                                                                                                                   | C. Date of Delivery |                                    |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No |                     |                                    |

3. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☐ Certified Mail®
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☐ Signature Confirmation™
  - ☐ Signature Confirmation Restricted Delivery
  - ☐ Priority Mail Express®

Domestic Return Receipt

**LAWYERS FOR  
JUSTICE<sup>®</sup>**  
450 N. BRAND BLVD., SUITE 900 / GLENDALE, CA 91203

**CERTIFIED MAIL<sup>®</sup>**



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9589 0710 5270 2988 9580 11



PITNEY BOWES  
**\$11.02<sup>0</sup>**  
US POSTAGE<sup>®</sup>  
FIRST-CLASS  
02810000311088  
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JAN 08 2025

PAGA Notice #2  
Briana Holmes v. Hampton Tedder Electric Company

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

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| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |  |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |  |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |  |
| <input type="checkbox"/> Adult Signature Required            | \$ |  |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |  |

Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501

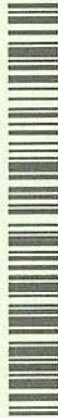
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Rev

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1.

Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501



9590 9402 8473 3186 0839 17

2. Article Number (Transfer from service label)

9589 0710 5270 2988 9580 11

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

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| A. Signature                                                                                                                                                                                             |                     | <input type="checkbox"/> Agent     |
| <b>X</b>                                                                                                                                                                                                 |                     | <input type="checkbox"/> Addressee |
| B. Received by (Printed Name)                                                                                                                                                                            | C. Date of Delivery |                                    |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No |                     |                                    |

3. Service Type

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| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |                                                                     |

Domestic Return Receipt

# **EXHIBIT C**



March 12, 2026

***BY ONLINE SUBMISSION***

California Labor & Workforce Development Agency  
PAGAfiling@dir.ca.gov

**Re: *HAMPTON TEDDER ELECTRIC COMPANY***

Dear Representative:

We have been retained to represent Sherri Cuthbertson against Hampton Tedder Electric Company (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Hampton Tedder”) for violations of California wage-and-hour laws. Ms. Cuthbertson seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Cuthbertson seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Hampton Tedder has employed Ms. Cuthbertson as an hourly-paid, non-exempt employee from approximately April 2019 to the present, in the State of California.

The “aggrieved employees” that Ms. Cuthbertson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Hampton Tedder has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California 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 IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

Hampton Tedder required Ms. Cuthbertson and other aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate Ms. Cuthbertson and other aggrieved employees for this time. Such work included, but was not limited to, responding to work related communications, , completing opening/closing procedures, answering phone calls, and performing other regular tasks/duties.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Cuthbertson and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Cuthbertson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Hampton Tedder required Ms. Cuthbertson and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Hampton Tedder failed to pay aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Hampton Tedder failed to pay Ms. Cuthbertson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Hampton Tedder did not provide Ms. Cuthbertson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Hampton Tedder were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Cuthbertson and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Cuthbertson and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Cuthbertson and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Cuthbertson and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Cuthbertson and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Hampton Tedder failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Cuthbertson and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Hampton Tedder did not provide Ms. Cuthbertson and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Hampton Tedder failed to pay Ms. Cuthbertson and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Cuthbertson and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Hampton Tedder failed to pay Ms. Cuthbertson and other aggrieved employees for two (2)

hours at the employee's regular rate of pay on days in which Ms. Cuthbertson and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Cuthbertson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Hampton Tedder. These costs include, but are not limited to, the use of personal phones for business-related purposes, and the use of personal vehicles for business-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Cuthbertson seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763

Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6<sup>th</sup> Floor  
Riverside, CA 92501

LD1  
**LAWYERS FOR JUSTICE**

450 N. BRAND BLVD., SUITE 900 / GLENDALE, CA 91203

Hampton Tedder Electric Company  
c/o Christine Tedder  
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PAGA Notice No. 1 Cuthbertson v. Hampton Tedder Electric

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Hampton Tedder Electric Company  
c/o Christine Tedder  
Agent for Service of Process  
4571 W. State Street  
Montclair, CA 91763



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2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

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B. Received by (Print Name)

D. Is delivery address correct?  
If YES, enter delivery point

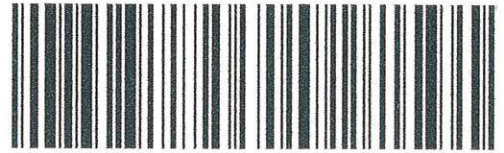
3. Service Type
- ☒ Adult Signature
  - ☐ Adult Signature Restricted
  - ☒ Certified Mail®
  - ☐ Certified Mail Restricted
  - ☐ Collect on Delivery
  - ☐ Insured Mail
  - ☐ Insured Mail Restricted (over \$500)

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# LAWYERS FOR JUSTICE

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PAGA Notice No. 2 Cutherson v. Hampton Tedder Electric

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Hampton Tedder Electric Company  
c/o Richard D. Marca  
VARNER & BRANDT  
Attorney  
3750 University Avenue, 6th Floor  
Riverside, CA 92501

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- Print your name and address on the reverse so that we can return the card to you.
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1. Addressee  
**Hampton Tedder Electric Company**  
**c/o Richard D. Marca**  
**VARNER & BRANDT**  
**Attorney**  
**3750 University Avenue, 6th Floor**  
**Riverside, CA 92501**



9590 9402 8472 3186 6607 51

2. Article Number (Transfer from service label)

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# COMPLETE THIS SECTION ON DELIVERY

A. Signature

**X**

☐ Age  
☐ Add

B. Received by (Printed Name)

C. Date of D

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
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PS Form 3800, January 2019

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