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individually, and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

LUIS SANCHEZ, individually and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

CRH CALIFORNIA WATER, INC.; and  
DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV25586

*Assigned for All Purposes to:  
Judge Kenneth R. Freeman  
Dept. 14*

**DECLARATION OF KRISTY R. CONNOLLY  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

1 I, Kristy R. Connolly, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of  
3 California. I am an associate with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiffs in this matter.  
4 I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

5 2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of  
6 Class Action Settlement. If called as a witness, I could and would competently testify thereto.

7 **Case History**

8 3. On August 9, 2022, Plaintiff Sanchez filed a putative class action on behalf of Defendant’s  
9 non-exempt employees alleging the following causes of action: 1) Failure to Pay Minimum Wages; (2)  
10 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks;  
11 (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements;  
12 (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay All Wages Due Upon Separation  
13 of Employment; and (9) Violation of Business and Professions Code §§ 17200, et seq.; for the preceding  
14 claims.

15 4. Additionally, on August 9, 2022, Plaintiffs’ counsel provided written notice to the LWDA  
16 and Defendant regarding Defendant’s alleged Labor Code violations, as required by Lab. Code §  
17 2699.3(a), on behalf of Plaintiff Sanchez. The LWDA did not respond to this notice, indicating it did not  
18 intend to investigate, thus allowing Plaintiff to bring a PAGA claim against Defendant. As such, on  
19 November 8, 2022, Plaintiff amended his complaint to add a PAGA claim.

20 5. On July 14, 2023, Plaintiff Jauregui filed a putative class action on behalf of Defendant’s  
21 non-exempt employees who performed work on a commission-only basis. This action was pending in the  
22 Orange County Superior Court with the Case No. 30-2023-01336814-CU-OE-CXC.

23 6. The Parties agreed to attend early, global mediation. Defendant informally produced  
24 Plaintiffs’ personnel files, policy documents regarding bonuses and commissions, timekeeping, meal and  
25 rest breaks, and a 20% sample of class members’ timekeeping and payroll records.

26 7. On October 10, 2023, the Parties attended private mediation with Lynn Frank, a respected  
27 wage and hour mediator. Although the action did not settle at mediation, the mediator made a mediator’s  
28 proposal which was eventually accepted by all Parties. The negotiations were adversarial, conducted at

1 arm's length and tempered by the efforts of both sides to serve the interests of their clients. The Parties  
2 spent the next few months negotiating the terms of the Settlement, which was finalized in February of  
3 2024.

4 8. Pursuant to the terms of the Settlement Agreement, the Parties stipulated to add Mr.  
5 Jauregui as a second named plaintiff and class representative to this action. The operative Second  
6 Amended Complaint was filed on January 9, 2024. Accordingly, Mr. Jauregui dismissed his action  
7 pending in the Orange County Superior Court so that the Parties can seek this Court's approval of the  
8 Settlement in one action.

9 9. On April 9, 2024, Plaintiffs submitted the Settlement to the LWDA pursuant to Lab. Code  
10 § 2699(1)(2).

11 10. Defendant's records show the Class consists of approximately 900 individuals, making  
12 joinder of all Class Members impracticable. Further, the Class is readily ascertainable from Defendant's  
13 business records because all Class Members are current or former employees of Defendant.

14 11. Plaintiffs alleged that Defendant maintained uniform employment policies and/or practices  
15 that illegally deprived Class Members of lawful wages, meal periods, rest breaks, accurate wage  
16 statements, and waiting time pay. Plaintiffs' allegations present common legal and factual questions of,  
17 *inter alia*, whether Defendant applied the same scheduling, timekeeping, minimum and overtime pay,  
18 meal period, and rest break policies to all Class Members; whether these policies and practices resulted in  
19 Labor Code violations; whether Defendant's conduct was intentional; and whether Class Members are  
20 entitled to penalties. These common questions could be resolved using Class Members' schedules, time  
21 punches, and payroll records, Defendant's corporate representative's testimony, written communications  
22 between Defendant and Class Members, and Class Member declarations.

23 12. Plaintiffs alleges that they and other Class Members were employed by Defendant and  
24 injured by Defendant's common wage and hour policies and practices, including Defendant's  
25 scheduling, timekeeping, minimum wage pay, overtime pay, meal period, and rest break practices and  
26 policies. Through documents and information exchanged in informal discovery, Plaintiffs confirmed  
27 that these common policies and practices similarly affected Plaintiffs and the Class. Plaintiffs' counsel  
28 interviewed Class Members and extensively reviewed policy documents and Class Members' time and

1 pay records to perform a thorough analysis. *Id.* Further, Plaintiffs' Counsel engaged an expert to  
2 quantify the potential exposure using the time and payroll records, and then assessed the risks associated  
3 with each of the claims meriting reductions in the likely recovery at trial. Accordingly, Plaintiffs'  
4 Counsel fully understood the strengths and weaknesses of the claims before the Parties reached a  
5 settlement.

6 13. Plaintiffs contend that their claims are based on Defendant's common, class-wide  
7 policies and procedures, and that liability could be determined on a class-wide basis without dependence  
8 on individual assessments of liability.

### 9 Exposure Analysis

10 14. While Plaintiffs and their counsel believed and continue to believe this is a strong case  
11 for certification, the significant risks and expenses associated with class certification and liability  
12 proceedings must be taken into account.

13 15. In determining whether the amount offered in settlement was reasonable, Plaintiff's  
14 Counsel weighed that figure against many risk factors. Although the amount of the Class's maximum  
15 potential damages – if proven – is substantial, legitimate and serious risks compelled a considerable  
16 discount for settlement.

17 16. Plaintiffs' unpaid wages claim was premised on the theory that Defendant failed to  
18 incorporate commissions into the regular rate of pay for purposes of overtime. Plaintiffs alleged that  
19 class members earned commissions based on the items and contracts sold. Plaintiff's expert calculated  
20 that this regular rate claim was worth approximately \$202,500. However, Defendant presented evidence  
21 of workweeks in which it did adjust the regular rate to account for these payments. Plaintiffs argued that  
22 Defendant should have used the formula which resulted in a more economically beneficial method of  
23 compensation for the employees. As such, Plaintiffs assumed there was an 80% chance of success at  
24 class certification and 50% chance of success on the merits at trial, rendering the claim worth  
25 approximately \$81,000.

26 17. Plaintiffs' meal period claim was potentially worth about \$400,759 in light of the  
27 violations shown in the records. However, Defendant argued that it maintained compliant written  
28 policies and that employees could waive their meal periods, as evidenced by the signed meal period

1 waivers. Further, Defendant provided evidence of over 2,200 instances of meal period premium  
2 payments. Thus, Plaintiffs discounted this claim for the risk that the damages could at least be reduced,  
3 and that the claim would be hard to certify with a compliant policy. As such, Plaintiffs' counsel believed  
4 there was a 60% chance succeeding at class certification and a 40% chance at trial, resulting in a value  
5 of \$96,182.

6 18. Plaintiffs alleged that Defendant failed to separately compensate class members who  
7 were paid on a commission-only basis separately for rest periods and non-productive time worked. For  
8 shifts where class members were not separately compensated for rest breaks and non-productive time,  
9 the damages could reach up to \$1,732,323. However, Defendant argued that this commission plan only  
10 impacted 96 employees and that these employees also earned hourly wages, thereby reducing the  
11 number of workweeks in which Defendant failed to separately compensate for rest periods. Plaintiffs'  
12 counsel believed there was an 80% chance succeeding at class certification and a 60% chance at trial,  
13 resulting in a value of \$831,515.

14 19. Plaintiffs' Counsel also considered the arguable presence of various derivative penalties,  
15 and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue that  
16 Plaintiffs could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code  
17 § 203. Additionally, Defendant could argue that Plaintiffs could not show that Class Members suffered an  
18 "injury" as a result of wage statement violations, as required by Labor Code § 226, or that the wage  
19 statements correctly reflected the wages paid and owed. Moreover, Plaintiffs would not recover any of  
20 these derivative penalties if they failed to prove the underlying claims. Although the Class arguably could  
21 have seen a payout of approximately \$2.5 million for waiting time penalties and \$2.3 million for wage  
22 statement penalties, Plaintiffs would not recover any of these derivative penalties if they failed to prove  
23 the underlying claims. Thus, Plaintiffs discounted these claims assuming a 60% chance of class  
24 certification and 40% chance at the merits for both claims, resulting in a realistic value of \$608,042 for  
25 the waiting time claim and \$561,600 for the wage statement claim.

26 20. The PAGA claim presented even higher hurdles. Although Plaintiffs' Counsel found  
27 Defendant's exposure could potentially reach approximately \$4,382,200 under Lab. Code § 2699(f),  
28 assuming the initial penalty rate of \$100 for all 43,822 pay periods, Plaintiffs would have to prove a

1 violation in every pay period. Most importantly, the Court would have discretion to reduce the PAGA  
2 award based on whether the amount of the award would be “unjust, arbitrary and oppressive, or  
3 confiscatory.” Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so  
4 wished. Plaintiffs were doubtful they could recover any PAGA penalties, especially if a large class  
5 judgment was entered for the same violations. Accordingly, Plaintiffs could not place a high value on  
6 the PAGA penalties, and therefore allocated \$100,000 of the Gross Settlement Amount to settle these  
7 claims.

### 8 **Service Award**

9 21. Plaintiffs had the option to pursue their claims individually, but instead chose to pursue  
10 this class action, delaying individual recovery until approval of a class action settlement. Throughout  
11 the case, Plaintiffs assisted counsel in gathering the evidence necessary to prosecute the class claims,  
12 maintained regular contact with counsel, was available on the day of mediation and communicated with  
13 their attorneys during the day of mediation to answer critical questions, and reviewed the Settlement to  
14 make sure it was fair to the Class. None of the other 900 Class Members had shown any interest in  
15 bearing the expense and burden of litigating their own claims. No action would likely have been taken  
16 by Class Members individually, and no compensation would have been recovered for them, but for  
17 Plaintiffs’ services on behalf of the Class.

18 22. The amount of Plaintiffs’ requested Service Award was not negotiated until after the  
19 Parties agreed to the Gross Settlement Amount and many other terms.

20 23. At the final approval stage, Plaintiffs will further support the request for the Service  
21 Awards by a declaration that addresses the factors for the award.

### 22 **Counsel’s Qualifications**

23 24. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf of  
24 employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is  
25 currently serving as plaintiffs’ counsel of record in dozens of wage and hour and employment class  
26 action cases pending in both state and federal court.

27 25. The attorneys working on this case have been appointed class counsel in many cases,  
28 through both contested motions and settlement approval motions.

26. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al. v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v.*

1 *H.J. Heinz Company, L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-  
2 CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and*  
3 *Hour Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods  
4 to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475  
5 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior  
6 Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification  
7 of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange  
8 County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar  
9 positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to  
10 provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los  
11 Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest  
12 periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal  
13 periods and reimburse expenses of therapists). All cases cited above were successfully resolved for the  
14 plaintiff classes.

15 27. Kashif Haque received his J.D. in 2001 from Washington University School of Law.  
16 While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article  
17 published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's  
18 List. He received a Bachelor's of Science in Business Administration from the University of Central  
19 Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

20 28. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment  
21 litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000  
22 employees with their employment claims, many of which included wage and hour claims. He has been  
23 appointed class counsel in approximately 100 cases and is currently litigating over 150 employment  
24 wage and hour class action cases.

25 29. Mr. Haque authored a book on employment litigation strategies with West Publishing  
26 and has been invited to speak on class action and wage and hour issues on numerous occasions. He has  
27 spoken at seminars by the State Bar of California, California Employment Lawyer's Association  
28 (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former

1 Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected  
2 as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a  
3 Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of  
4 the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to  
5 2018.

6 30. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he  
7 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of  
8 California at Berkeley in 1997.

9 31. After graduation from law school in 2001, the same year in which Mr. Wong took and  
10 successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California  
11 where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment  
12 department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and  
13 other employment related matters.

14 32. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his  
15 practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented  
16 and obtained successful outcomes for his clients, including awards through arbitration and trial.

17 33. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial  
18 Lawyers Association, and California Employment Lawyers Association.

19 34. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,  
20 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and  
21 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018.  
22 Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014,  
23 2015, and 2018.

24 35. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to the  
25 California Bar in December of 2011, and received her J.D. from Santa Clara University School of Law  
26 and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her career to  
27 plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action  
28 appeals, class certification motions, and class settlements. She was chosen by Law and Politics

1 Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in  
2 Southern California in 2018-2021.

3 36. I am an associate at Aegis Law Firm. I was admitted to the California Bar in December  
4 of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law where I graduated  
5 cum laude. While in law school, I was a recipient of numerous honors, including Merit Scholarships  
6 and CALI Awards, and externed for Judge Di Cesare of the Orange County Superior Court. I received  
7 my B.A. from the University of California, Davis. My career at Aegis Law Firm has primarily focused  
8 on the representation of employees in wage and hour action.

9 37. Aegis Law Firm has performed significant work and expended litigation costs in  
10 prosecuting the matter with no guarantee of any payment.

11 38. At final approval, Plaintiffs' Counsel will fully brief the merits of its request for the award  
12 of attorneys' fees and litigation costs.

13 **Exhibits**

14 39. A true and correct copy of the CLASS ACTION AND PAGA SETTLEMENT  
15 AGREEMENT AND CLASS NOTICE is attached hereto as **Exhibit 1**.

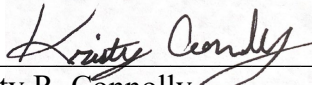
16 40. A true and correct copy of the redlined version from the Los Angeles Model CLASS  
17 ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE is attached hereto as  
18 **Exhibit 2**.

19 41. A true and correct copy of the PAGA notice my office sent on behalf of Luis Sanchez to  
20 the LWDA and Defendant on August 9, 2022 is attached hereto as **Exhibit 3**.

21 42. A true and correct copy of the LWDA's confirmation that my office submitted the  
22 Settlement is attached hereto as **Exhibit 4**.

23 43. A true and correct copy of the Parties' [Proposed] Final Judgment is attached hereto as  
24 **Exhibit 5**.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
26 true and correct. Executed on April 8, 2024 at Irvine, California.

27   
28 Kristy R. Connolly

# EXHIBIT 1

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Luis Sanchez and plaintiff Juan Jauregui (collectively, “Plaintiffs”) and defendant CRH California Water, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Sanchez v. CRH California Water, Inc.*, initiated on August 9, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all California citizens currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all California citizens currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Kashif Haque, Samuel Wong, Jessica L. Campbell and Kristy R. Connolly of Aegis Law Firm, PC and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Members’ identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, dates of employment, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from August 9, 2018 to January 8, 2024.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant CRH California Water, Inc.
- 1.17. “Defense Counsel” means Mathew C. Sgnilek and Andrea Rosenkranz of O’Hagan Meyer.
- 1.18. “Effective Date” means 60 days following the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.22. “Gross Settlement Amount” means Two Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from August 9, 2021, through January 8, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).
- 1.33. “PAGA Notice” means Plaintiff Luis Sanchez’ August 9, 2022, letter to Defendant and the LWDA and Plaintiff Juan Jauregui’s July 17, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) and the 75% to the LWDA (or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Plaintiff Luis Sanchez and Plaintiff Juan Jauregui the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.4 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, agents, representatives, attorneys, insurers, partners, franchisors, including but not limited to Culligan International, investors shareholders, administrators, joint venturers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his/her/their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired or an additional fourteen (14) calendar dates from the date of re-mailing, whichever is later.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## **2. RECITALS.**

- 2.1. On August 9, 2022, Plaintiff Sanchez commenced this Action by filing a Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages; Failure to Pay Overtime Wages; Failure to Provide Meal Periods; Failure to Permit Rest Breaks; Failure to Reimburse Business Expenses; Failure to Provide Accurate Itemized Wage Statements; Failure to Pay Wages Timely During Employment; Failure to Pay All Wages Due Upon Separation of Employment; and Violation of Business and Professions Code §§ 17200, *et seq.* On November 8, 2022, Plaintiff Sanchez filed a First Amended Complaint alleging an additional cause of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* (“PAGA”). On July 14, 2023, Plaintiff Jauregui filed a separate class action in Orange County Superior Court, entitled *Juan C. Jauregui v. CRH California Water, Inc.*, Case No. 30-2023-01336814-CU-OE-CXC. As part of the settlement, the Parties stipulated to the filing of a Second Amended Complaint in this Action which added Juan Jauregui as a second named plaintiff and class representative and adds additional factual allegations. The Second Amended Complaint, filed on January 5, 2024, is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Operative Complaint.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On October 10, 2023, the Parties participated in an all-day mediation presided over by Lynn Frank which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained through informal discovery, Plaintiffs’ personnel files, various wage and hour policy documents, and a sampling of Class Members’ timekeeping and payroll records. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representatives Service Payments to the Class Representatives of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responses and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and

holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00), the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
  - 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.
  - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be paid from the Gross Settlement Amount, with 75% (or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)) allocated to the LWDA PAGA Payment and 25% (or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) allocated to the Individual PAGA Payments.
  - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved

Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Workweeks. Based on a review of its records, as of October 10, 2023, Defendant estimated the Class Members collectively worked a total of 70,407 Workweeks.
- 4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Defendant and Defense Counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty (20) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement

of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred and eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
  - 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
  - 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
  - 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1. Sanchez' Release. Sanchez, individually and on behalf of Sanchez' former and present spouse, heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Sanchez has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Released Parties. Sanchez is not waiving any rights Sanchez may have to: (i) Sanchez's own vested accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement..

6.1.1. Sanchez' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Sanchez' Release, Sanchez expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or 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

- 6.2. Jauregui Release. Jauregui, individually and on behalf of Jauregui' former and present spouse, heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Jauregui has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Released Parties. Jauregui is not waiving any rights Jauregui may have to: (i) Jauregui's own vested accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement..

6.2.1. Jauregui's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Jauregui's Release, Jauregui expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or 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.

- 6.3. Release by Participating Class Members (Released Class Claims): As of the date of Defendant's full funding of the Gross Settlement Amount, each Participating Class Member, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from all causes of action and claims pled in the Action and all other claims, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been alleged based on the facts pled in the Action, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders. Participating Class Members who cash their checks are deemed to have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be deemed to waive all Class Released Claims except for a claim under the Fair Labor Standards Act. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 6.4. Release by Aggrieved Employees (Released PAGA Claims): As of the date of Defendant's full funding of the Gross Settlement Amount, each Aggrieved Employee, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from any and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the Actions or could have been alleged in the Action and the PAGA Notice, including, without limitation, all of the following

claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders.

**7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiff shall provide drafts of any documents in support of the Motion for Preliminary Approval to Defense Counsel not later than seven (7) days prior to filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel will expeditiously meet and confer via e-mail or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval.

7.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

7.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

8.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrator to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement

and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
  - 8.4.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
  - 8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
  - 8.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
  - 8.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class

Notice.

- 8.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, e-mail, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and understanding that he/she/they will not receive any money from the Net Settlement Amount and includes the Class Member's name, last four digits of his/her/their Social Security Number, address, and e-mail address or telephone number. To be valid, a Request for Exclusion must be timely faxed, e-mailed, or postmarked by the Response Deadline.
- 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Releases under Paragraphs 6.3 and 6.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5. If a Class Member submits both a Request for Exclusion and a written objection, as outlined in Paragraph 8.7 below, the Settlement Administrator shall attempt to contact the Class Member and determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw the Request for Exclusion, or if the Settlement Administrator is unable to make contact with a Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate in the Class Settlement.

8.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, e-mail, and/or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, e-mail, and/or mail. An objection is a letter from a Class Member or his/her/their representative that reasonably communicates the objection to the Settlement and/or this Agreement (including the basis for each objection in

clear and concise terms) and includes the Class Member's name, last four digits of his/her/their Social Security Number, address, and e-mail address or telephone number. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) copies of all Requests for Exclusion from Settlement submitted.

8.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report").

8.8.4. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a

signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received, the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 8.8.5. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of October 10, 2023, the Class Members collectively worked a total of 70,407 Workweeks. If the number of Total Workweeks during the Class Period exceeds 77,448 (70,407 plus 10% of 70,407), then at Defendant's option, Defendant may elect to either (i) end the Class Period and PAGA Period on the date for which there are no more than 77,448 Total Workweeks or (ii) increase the Gross Settlement Amount in proportion to the increase in Total Workweeks above 77,448 at a rate of \$34.09 per additional Workweek.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Late elections will have no effect.
- 11. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for

## Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph,

as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure Section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

**13. ADDITIONAL PROVISIONS.**

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action and/or Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Non-Disparagement. Plaintiffs and Class Counsel agree not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding the Defendants. Plaintiffs and Class Counsel further agree not to encourage authorize any such statements, allegations, comments or communications to be made by others on their behalf. To the extent Plaintiffs and/or Class Counsel have posted any negative comments about the Defendants on Glassdoor, Yelp, or other websites, Plaintiffs and/or Class Counsel agree to request that these comments be removed and to provide a copy of such request to Defense Counsel within thirty (30) calendar days of the execution of this Agreement.
- 13.5. Waiver of Reemployment. Plaintiffs acknowledge that they have no intent to apply for employment and/or re-employment with Defendant. Plaintiffs further acknowledge that Defendant has the right to refuse to rehire Plaintiffs for non-discriminatory and non-retaliatory reasons and Plaintiffs acknowledge that Defendant's position is that such legitimate non-discriminatory and non-retaliatory reasons exist.
- 13.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 13.10. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 13.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.18. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email

or messenger, addressed as follows:

To Plaintiff: Aegis Law Firm, PC  
Kashif Haque  
Samuel Wong  
Jessica L. Campbell  
jcampbell@aegislawfirm.com  
Kristy R. Connolly  
kconnolly@aegislawfirm.com  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618

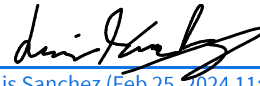
Haines Law Group, APC  
Paul K. Haines  
[phaines@haineslawgroup.com](mailto:phaines@haineslawgroup.com)  
Sean M. Blakely  
sblakely@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245

To Defendant: O'HAGAN MEYER  
Matthew C. Sgnilek  
Andrea Rosenkranz  
  
3200 Park Center Drive, Suite 700  
Costa Mesa, CA 92626  
[msgnilek@ohaganmeyer.com](mailto:msgnilek@ohaganmeyer.com)  
[arosenkranz@ohaganmeyer.com](mailto:arosenkranz@ohaganmeyer.com)

- 13.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or e-mail which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process.

Date: Feb 25, 2024

Luis Sanchez



Luis Sanchez (Feb 25, 2024 11:10 PST)

PLAINTIFF

Date: \_\_\_\_\_

Juan Jauregui

PLAINTIFF

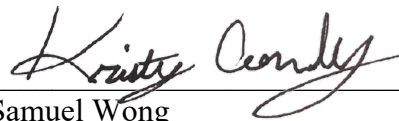
Date: \_\_\_\_\_

DEFENDANT CRH CALIFORNIA  
WATER, INC.

By: \_\_\_\_\_

Date: 2/26/2024

AEGIS LAW FIRM, PC



Samuel Wong

Kashif Haque

Jessica Campbell

Kristy R. Connolly

Attorneys for Plaintiffs

Date: \_\_\_\_\_

HAINES LAW GROUP, APC

Paul K. Haines

Sean M. Blakely

Attorneys for Plaintiffs

Date: \_\_\_\_\_

Luis Sanchez

\_\_\_\_\_  
PLAINTIFF

Date: 03/11/24

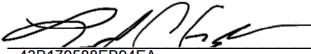
Juan Jauregui

  
\_\_\_\_\_  
Juan Jauregui (Mar 11, 2024 20:51 PDT)

PLAINTIFF

Date: 3/22/2024

DEFENDANT CRH CALIFORNIA  
WATER, INC.

DocuSigned by:  
  
\_\_\_\_\_  
43B179588EB94EA...

By: Linda Gerhard

Date: \_\_\_\_\_

AEGIS LAW FIRM, PC

\_\_\_\_\_  
Samuel Wong  
Kashif Haque  
Jessica Campbell  
Kristy R. Connolly

Attorneys for Plaintiffs

Date: March 12, 2024

HAINES LAW GROUP, APC

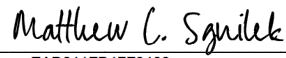
  
\_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely

Attorneys for Plaintiffs

Date: 3/22/2024

O'HAGAN MEYER

DocuSigned by:



Matthew C. Sgnilek

Andrea Rosenkranz

Attorneys for Defendant

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

*Sanchez, et al. v. CRH California Water, Inc., Case No. 22STCV25586*

*The Superior Court for the State of California authorized this Notice. Read it Carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against CRH California Water, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former employees Luis Sanchez and Juan Jauregui (“Plaintiffs”) and seeks payment of (1) alleged back wages and other relief for a class of non-exempt, hourly employees (“Class Members”) who worked for Defendant during the Class Period (August 9, 2018 to January 8, 2024) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly employees who worked for Defendant during the PAGA Period (August 9, 2021 to January 8, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period and/or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                         | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).                                                                                                                                                                                                                                                                                                                                                                           |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b>                                        | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p> |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by _____</b> | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.  |

|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can Participate in the _____ Final Approval Hearing</b>                                                                     | The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.                                                                                                                        |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by _____</b> | The amount of your Individual Class Payment and PAGA Payment (if applicable) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Kristy R. Connolly of Aegis Law Firm, PC and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued

litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay Two Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than twenty-one (21) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than their Individual Class Payments and any Individual PAGA Payments.
  - C. Up to Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) to the Administrator for services administering the Settlement.
  - D. Up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. This allocation is required under California law.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties, interest, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Defendant will separately pay employer payroll taxes it owes on the Wage Portion.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators, to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion, among other tasks. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release (Released Class Claims). After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the date of Defendant's full funding of the Gross Settlement Amount, each Participating Class Member, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from all causes of action and claims pled in the Action and all other claims, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been alleged based on the facts pled in the Action, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders. Participating Class Members who cash their checks are deemed to have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be deemed to waive all Class Released Claims except for a claim under the Fair Labor Standards Act. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' PAGA Release (Released PAGA Claims). After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

As of the date of Defendant's full funding of the Gross Settlement Amount, each Aggrieved Employee, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from any and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the Actions or could have been alleged in the Action and the PAGA Notice, including, without limitation, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802) ; (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount (currently estimated to be One Million Four Hundred Thirty-Six Thousand Five Hundred Dollars and Zero Cents (\$1,436,500.00)) by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until the Response Deadline to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail, or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written letter with your name, present address, telephone number or e-mail address, last four digits of your Social Security Number, and a simple statement that reasonably communicates that you wish to be excluded from the Settlement and your understanding that you will not receive any money from the Net Settlement Amount. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. You and/or your designated representative may make the request on your behalf.

**The Settlement Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) business days before \_\_\_\_\_ (the date of the Final Approval Hearing), Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating the amounts Class Counsel is requesting as the Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) or the Court's website <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator is \_\_\_\_\_.** An objection is a letter from you that reasonably communicates the objection to the Settlement and/or the Agreement (including the basis for each objection in clear and concise terms) and includes the your name, last four digits of your Social Security Number, address, and e-mail address or telephone number. You and/or your legal representative may make the request on your behalf. . Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at (time) in Department SS-14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also telephone or send an e-mail to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action (Case No. 22STCV25586). You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

#### Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Kristy R. Connolly

Email Address: [kconnolly@aegislawfirm.com](mailto:kconnolly@aegislawfirm.com)

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618

Telephone: (949) 379-6250

Name of Attorney: Paul K. Haines and Sean M. Blakely

Email Address: [phaines@haineslawgroup.com](mailto:phaines@haineslawgroup.com) and [sblakely@haineslawgroup.com](mailto:sblakely@haineslawgroup.com)

Name of Firm: Haines Law Group, APC

Mailing Address: 2155 Campus Drive, Suite 180, El Segundo, CA 90245

Telephone: (424) 292-2350

#### Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

Mailing Address: P.O. Box 7208, Orange, CA 92863

Telephone: (800) 523-5773

Fax Number: (949) 209-2503

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

## **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# EXHIBIT 2

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff [REDACTED] (“~~Plaintiff~~ Luis Sanchez and plaintiff Juan Jauregui (collectively, “~~Plaintiffs~~”)”) and defendant [REDACTED] CRH California Water, Inc. (“Defendant”). The Agreement refers to ~~Plaintiff~~ Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the ~~Plaintiff’s~~ Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned [REDACTED] Sanchez v. CRH California Water, Inc., initiated on [REDACTED] August 9, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means [REDACTED], Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all ~~persons~~ California citizens currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period-.
- 1.5. “Class” means all ~~persons~~ California citizens currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period-.
- 1.6. “Class Counsel” means Kashif Haque, Samuel Wong, Jessica L. Campbell and Carolyn M. Bell Kristy R. Connolly of Aegis Law Firm, PC and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class ~~Member~~ Members’ identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, dates of employment, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” ~~Means~~means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~1~~ with a Spanish translation ~~if applicable~~, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from ~~\_\_\_\_\_~~ \_\_\_\_\_ ~~to~~ August 9, 2018 to January 8, 2024.
- 1.13. “Class ~~Representative~~Representatives” means the named ~~Plaintiff~~Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service ~~Payment~~Payments” means the payment to the Class ~~Representative~~Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant ~~\_\_\_\_\_~~ CRH California Water, Inc.
- 1.17. “Defense Counsel” means ~~\_\_\_\_\_~~ Mathew C. Sgnilek and Andrea Rosenkranz of O’Hagan Meyer.
- 1.18. “Effective Date” means 60 days following the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means ~~\$~~ Two Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service ~~Payment~~Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from ~~\_\_\_\_\_ to \_\_\_\_\_~~ August 9, 2021, through January 8, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. ~~et~~Et seq.).
- 1.33. “PAGA Notice” means ~~Plaintiff’s \_\_\_\_\_~~ Plaintiff Luis Sanchez’ August 9, 2022, letter to Defendant and the LWDA and Plaintiff’s \_\_\_\_\_ Plaintiff Juan Jauregui’s July 17, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ~~(\_\_\_\_\_)~~ (or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) and the 75% to the LWDA ~~(\_\_\_\_\_)~~ (or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “~~Plaintiffs~~” ~~means Plaintiff~~ ~~means \_\_\_\_\_~~ Luis Sanchez and Plaintiff Juan Jauregui the named ~~plaintiff~~plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.~~23~~ below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.~~34~~ below.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, agents, representatives, attorneys, insurers, partners, franchisors, including but not limited to Culligan International, investors shareholders, administrators, joint venturers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means ~~-sixty (60)~~ (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his ~~or~~ her/their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired or an additional fourteen (14) calendar dates from the date of re-mailing, whichever is later.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## 2. RECITALS.

2.1. On August 9, 2022, Plaintiff Sanchez commenced this Action by filing a Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages; Failure to Pay Overtime Wages; Failure to Provide Meal Periods; Failure to Permit Rest Breaks; Failure to Reimburse Business Expenses; Failure to Provide Accurate Itemized Wage Statements; Failure to Pay Wages Timely During Employment; Failure to Pay All Wages Due Upon Separation of Employment; and Violation of Business and Professions Code §§ 17200, et seq. On November 8, 2022, Plaintiff Sanchez filed a First Amended Complaint alleging an additional cause of action against Defendant for Enforcement of Labor Code § 2698 et seq. (“PAGA”). The [e.g., First Amended] Complaint On July 14, 2023, Plaintiff Jauregui filed a separate class action in Orange County Superior Court, entitled Juan C. Jauregui v. CRH California Water, Inc., Case No. 30-2023-01336814-CU-OE-CXC. As part of the settlement, the Parties stipulated to the filing of a Second Amended Complaint in this Action which added Juan Jauregui as a second named plaintiff and class representative and adds additional factual allegations. The Second Amended Complaint, filed on January 5, 2024, is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint Action, denies any failure to comply with the laws identified in the Operative Complaint Action, and denies any and all liability for the causes of action alleged in the Operative Complaint.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. Prior to mediation, PlaintiffPlaintiffs obtained through ~~□ formal □~~ informal discovery, ~~□ (Plaintiffs’ personnel files, various wage and hour policy documents, testimony and information obtained) □~~, Plaintiffs and a sampling of Class Members’ timekeeping and payroll records. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$ Two Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2.1. To PlaintiffPlaintiffs: Class RepresentativeRepresentatives Service PaymentPayments to the Class RepresentativeRepresentatives of not more than \$ Ten Thousand Dollars and Zero Cents (\$10,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff'sPlaintiffs' request for a Class Representative Service PaymentPayments that doesdo not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, PlaintiffPlaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the amount

requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service ~~payment~~Payments using IRS Form 1099. ~~Plaintiff assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service ~~Payment~~Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$ ~~Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00)~~ and a Class Counsel Litigation Expenses Payment of not more than \$ ~~Thirty Thousand Dollars and Zero Cents (\$30,000.00)~~. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. ~~Plaintiff~~Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~sixteen~~ (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other ~~Plaintiff's~~Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full ~~responsibility~~responsibilities and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$ ~~Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00)~~ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$ ~~Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00)~~, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments: ~~%~~. ~~Twenty percent~~ (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~The %~~ ~~Eighty percent~~ (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest

and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ [REDACTED] One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be paid from the Gross Settlement Amount, with 75% (\$ [REDACTED]) (or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)) allocated to the LWDA PAGA Payment and 25% (\$ [REDACTED]) (or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$ [REDACTED] (or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records ~~to date, as of October 10, 2023,~~ Defendant ~~estimates there are~~ [REDACTED] estimated the Class Members ~~who~~ collectively worked a total of [REDACTED] 70,407 Workweeks, and [REDACTED] of Aggrieved Employees

~~who worked a total [REDACTED] of PAGA Pay Periods.~~

- 4.2. Class Data. Not later than ~~15~~twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the ~~Parties~~Defendant and ~~their counsel~~Defense Counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~14~~twenty (20) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service ~~Payment~~Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service ~~Payment~~Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred and eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the

National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within ~~7 days~~seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)~~).~~.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Plaintiff~~Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

~~6.1. ——— **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts~~

~~or Plaintiff's discovery of them.~~

6.1. \_\_\_\_\_ Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff \_\_\_\_\_ Sanchez' Release. Sanchez, individually and on behalf of Sanchez' former and present spouse, heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Sanchez has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Released Parties. Sanchez is not waiving any rights Sanchez may have to: (i) Sanchez's own vested accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement..

6.1.1. \_\_\_\_\_ Sanchez' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Sanchez' Release, Sanchez expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or 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

6.2. \_\_\_\_\_ Jauregui Release. Jauregui, individually and on behalf of Jauregui' former and present spouse, heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Jauregui has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Released Parties. Jauregui is not waiving any rights Jauregui may have to: (i) Jauregui's own vested accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement..

6.1.1.6.2.1. Jauregui's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Jauregui's Release, Jauregui expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or 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.

6.3. ~~Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement,~~

Release by Participating Class Members (Released Class Claims): As of the date of Defendant's full funding of the Gross Settlement Amount, each Participating Class Member, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from all causes of action and claims pled in the Action and all other claims, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been alleged based on the facts pled in the Action, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders. Participating Class Members who cash their checks are deemed to have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be deemed to waive all Class Released Claims except for a claim under the Fair Labor Standards Act. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

~~6.2. Release by Aggrieved Employees (Released PAGA Claims): As of the date of Defendant's full funding of the Gross Settlement Amount, each Aggrieved Employee, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from any and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the Actions or could have been alleged in the Action and the PAGA Notice, including, without limitation, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~

~~6.3.6.4. Release by Non-Participating Class Members Who Are Aggrieved Employees:~~

~~All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice.~~

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

Plaintiff shall provide drafts of any documents in support of the Motion for Preliminary Approval to Defense Counsel not later than seven (7) days prior to filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel will expeditiously meet and

confer via e-mail or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval.

- 7.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~30~~sixty (60) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 7.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

- 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrator to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- 8.4.1. No later than ~~three~~ (3) five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members Aggrieved Employees, Workweeks,

and Pay Periods in the Class Data.

- 8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice 1, with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever is later.

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator

mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and understanding that he/she/they will not receive any money from the Net Settlement Amount and includes the Class Member's name, las four digits of his/her/their Social Security Number, address, and emaile-mail address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailede-mailed, or postmarked by the Response Deadline.

8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.23 and 6.34 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.34 of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5. If a Class Member submits both a Request for Exclusion and a written objection, as outlined in Paragraph 8.7 below, the Settlement Administrator shall attempt to contact the Class Member and determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw the Request for Exclusion, or if the Settlement Administrator is unable to make contact with a Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate in the Class

### Settlement.

- 8.6. Challenges to Calculation of Workweeks, and/or PAGA Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email-e-mail, and/or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense ~~Counsel and Class~~ Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

- 8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service ~~Payment~~Payments.
- 8.7.2. ~~Participating Class Members may send written objections to the Administrator, by fax, email, or mail.~~ Participating Class Members may send written objections to the Administrator, by fax, e-mail, and/or mail. An objection is a letter from a Class Member or his/her/their representative that reasonably communicates the objection to the Settlement and/or this Agreement (including the basis for each objection in clear and concise terms) and includes the Class Member's name, last four digits of his/her/their Social Security Number, address, and e-mail address or telephone number. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. ~~A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).~~

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service ~~Payment~~Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); ~~(b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)(b)~~ copies of all Requests for Exclusion from Settlement submitted ~~(whether valid or invalid).~~

8.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion ~~(whether valid or invalid)~~ received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, ~~and checks mailed for Individual Class Payments and Individual PAGA Payments~~ (“Weekly Report”). ~~The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.~~

~~8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.~~

8.8.5.8.8.4.

Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received ~~(both valid or invalid)~~, the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6.8.8.5.

Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**9. CLASS SIZE ESTIMATES ~~and~~ AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of October 10, 2023, the Class Members collectively worked a total of 70,407 Workweeks. If the number of Class Members during the Class Period exceeds \_\_\_\_\_ or the number of Total Workweeks during the Class Period exceeds \_\_\_\_\_ by 77,448 (70,407 plus 10% of 70,407), then at Defendant's option, Defendant may elect to either (i) end the Class Period and PAGA Period on the date for which there are no more than \_\_\_\_\_%, 77,448 Total Workweeks or (ii) increase the Gross Settlement Amount will increase pro-rata in proportion to the increase in Total Workweeks above 77,448 at a rate of \$34.09 per additional Class Member or additional Workweek, whichever is greater.

**10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. ~~late.~~ Late elections will have no effect.

**11. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, ~~Plaintiff~~ Plaintiffs will file in Court, a motion for final

approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service ~~Payment~~Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material ~~modification~~change to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree ~~that, after entry of Judgment,~~ the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and

void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure ~~section~~Section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

### **13. ADDITIONAL PROVISIONS.**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action and/or Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by ~~Plaintiff~~Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters

giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4. Non-Disparagement. Plaintiffs and Class Counsel agree not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding the Defendants. Plaintiffs and Class Counsel further agree not to encourage authorize any such statements, allegations, comments or communications to be made by others on their behalf. To the extent Plaintiffs and/or Class Counsel have posted any negative comments about the Defendants on Glassdoor, Yelp, or other websites, Plaintiffs and/or Class Counsel agree to request that these comments be removed and to provide a copy of such request to Defense Counsel within thirty (30) calendar days of the execution of this Agreement.

13.2.13.5. Waiver of Reemployment. Plaintiffs acknowledge that they have no intent to apply for employment and/or re-employment with Defendant. Plaintiffs further acknowledge that Defendant has the right to refuse to rehire Plaintiffs for non-discriminatory and non-retaliatory reasons and Plaintiffs acknowledge that Defendant’s position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

13.3.13.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.4.13.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.5.13.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to

implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~13.6.~~13.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~13.7.~~13.10. No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~13.8.~~13.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~13.9.~~13.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13.10.~~13.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~13.11.~~13.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~13.12.~~13.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~13.13.~~\_\_\_\_\_

~~13.16.~~ Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

~~13.14.~~13.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~13.15.~~13.18. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this

Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.16.~~13.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Aegis Law Firm, PC  
Kashif Haque  
Samuel Wong  
Jessica L. Campbell  
[jcampbell@aegislawfirm.com](mailto:jcampbell@aegislawfirm.com)  
Kristy R. Connolly  
[kconnolly@aegislawfirm.com](mailto:kconnolly@aegislawfirm.com)  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618

To Defendant: \_\_\_\_\_

\_\_\_\_\_  
Haines Law Group, APC  
\_\_\_\_\_  
Paul K. Haines  
\_\_\_\_\_  
[phaines@haineslawgroup.com](mailto:phaines@haineslawgroup.com)  
\_\_\_\_\_  
Sean M. Blakely  
\_\_\_\_\_  
[sblakely@haineslawgroup.com](mailto:sblakely@haineslawgroup.com)  
\_\_\_\_\_  
2155 Campus Drive, Suite 180  
\_\_\_\_\_  
El Segundo, California 90245

To Defendant: O'HAGAN MEYER  
\_\_\_\_\_  
Matthew C. Sgnilek  
\_\_\_\_\_  
Andrea Rosenkranz  
\_\_\_\_\_  
3200 Park Center Drive, Suite 700  
\_\_\_\_\_  
Costa Mesa, CA 92626  
\_\_\_\_\_  
[msgnilek@ohaganmeyer.com](mailto:msgnilek@ohaganmeyer.com)  
\_\_\_\_\_  
[arosenkranz@ohaganmeyer.com](mailto:arosenkranz@ohaganmeyer.com)

~~13.17.~~13.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or ~~email~~e-mail which for purposes of this Agreement shall be accepted as an original. All executed counterparts

and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

~~13.18.13.21.~~ Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP ~~section~~Section 583.330 to extend the date to bring a case to trial under CCP ~~section~~Section 583.310 for the entire period of this settlement process.

Date: \_\_\_\_\_

Luis Sanchez

\_\_\_\_\_  
PLAINTIFF \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Juan Jauregui

\_\_\_\_\_  
PLAINTIFF \_\_\_\_\_

Date: \_\_\_\_\_

DEFENDANT  
\_\_\_\_\_  
CRH  
CALIFORNIA WATER, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

AEGIS LAW FIRM, PC

\_\_\_\_\_  
Samuel Wong  
Kashif Haque

Jessica Campbell  
Carolyn M. Bell  
Kristy R. Connolly

Attorneys for ~~Plaintiff~~ Plaintiffs

Date: \_\_\_\_\_  
FIRM HAINES LAW GROUP, APC

DEFENDANT COUNSEL'S

\_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely

Attorneys for Plaintiffs

Date: \_\_\_\_\_ O'HAGAN MEYER

\_\_\_\_\_  
Matthew C. Sgnilek  
Andrea Rosenkranz

Attorneys for Defendant

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

(case name and number)

Sanchez, et al. v. CRH California Water, Inc., Case No. 22STCV25586

*The Superior Court for the State of California authorized this Notice. Read it Carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against \_\_\_\_\_ ("CRH California Water, Inc. ("Defendant" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by ~~a[n]~~ former employee \_\_\_\_\_ ("Plaintiff employees Luis Sanchez and Juan Jauregui ("Plaintiffs") and seeks payment of (1) alleged back wages and other relief for a class of non-exempt, hourly employees ("Class Members") who worked for Defendant during the Class Period (\_\_\_\_\_, (August 9, 2018 to \_\_\_\_\_); January 8, 2024) and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly employees who worked for Defendant during the PAGA Period (\_\_\_\_\_, (August 9, 2021 to \_\_\_\_\_) January 8, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweekspay periods** during the PAGA Period. If you believe that you worked more workweeks during ~~either~~ periodthe Class Period and/or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to ~~Plaintiff~~Plaintiffs and ~~Plaintiff's~~Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class

Members and Aggrieved ~~Employees~~Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if <del>any</del> <u>applicable</u> ). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released <u>Class</u> Claims).                                                                                                                                                                                                                                                                                                                                                    |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released <u>PAGA</u> Claims (defined below).</p> |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA</b>                                 | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Settlement</b><br><br><b>Written Objections Must be Submitted by</b><br><hr/>                                                      | and <del>Plaintiff</del> <u>Plaintiffs</u> who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or <del>Plaintiff</del> <u>Plaintiffs</u> , but every dollar paid to Class Counsel and <del>Plaintiff</del> <u>Plaintiffs</u> reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or <del>Plaintiff</del> <u>Plaintiffs</u> if you think they are unreasonable. See Section 7 of this Notice.                                                         |
| <b>You Can Participate in the</b><br><hr/> <b>Final Approval Hearing</b>                                                              | The Court's Final Approval Hearing is scheduled to take place on <hr/> . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.                                                                                                                                                                        |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b><br><hr/> | The amount of your Individual Class Payment and PAGA Payment (if <del>any</del> <del>depend</del> <u>applicable</u> ) <u>depends</u> on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <hr/> . See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

~~Plaintiff is a(n)~~ Plaintiffs are former ~~employee~~ employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, ~~Plaintiff has~~Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). ~~Plaintiff is~~Plaintiffs are represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Carolyn M. Bell from Kristy R. Connolly of Aegis Law Firm, PC and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or ~~Plaintiff is~~Plaintiffs are correct on the merits. In the meantime, ~~Plaintiff~~Plaintiffs and Defendant hired an experienced, neutral mediator ~~a retired judge~~ in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process

of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, ~~Plaintiff~~Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$Two Million, Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator~~-of the Settlement~~. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service ~~Payment~~Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than ~~14~~twenty-one (21) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$Thirty Thousand Dollars and Zero Cents (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff as a Class Representative ~~Award~~Awards for filing the Action, working with Class Counsel and representing the Class. ~~A~~The Class Representative ~~Award~~Awards will be the only monies ~~Plaintiff~~Plaintiffs will receive other than ~~Plaintiff~~their Individual Class ~~Payment~~Payments and any Individual PAGA ~~Payment~~Payments.

C. Up to \$ Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) to the Administrator for services administering the Settlement.

D. Up to \$ One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. This allocation is required under California law.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. ~~Plaintiff~~ Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to ~~e.g., penalties,~~ interest, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~(Defendant will separately pay employer payroll taxes it owes on the Wage Portion.)~~ The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Participating Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Defendant will separately pay employer payroll taxes it owes on the Wage Portion.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). ~~You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion~~

~~should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.~~

~~You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.~~

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a ~~Judgment~~judgment. It is also possible the Court will enter a ~~Judgment~~judgment that is reversed on appeal. ~~Plaintiff~~Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Settlement Administrator. The Court has appointed a neutral company, ~~\_\_\_\_\_~~ (the "Administrator")Phoenix Settlement Administrators, to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion, among other tasks. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release: (Released Class Claims). After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

~~13.19.6.1.~~ As of the date of Defendant's full funding of the Gross Settlement Amount, each Participating Class Member, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from all causes of action and claims pled in the Action and all other claims, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been alleged based on the facts pled in the Action, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular wages, minimum

wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Industrial Welfare Commission Wage Orders. Participating Class Members who cash their checks are deemed to have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be deemed to waive all Class Released Claims except for a claim under the Fair Labor Standards Act. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' PAGA Release- (Released PAGA Claims). After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

~~All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.~~

As of the date of Defendant's full funding of the Gross Settlement Amount, each Aggrieved Employee, on behalf of themselves and each of their respective agents, successors, heirs, and assigns, will be deemed to have, and by operation of the Judgment will have, fully, finally and forever released, relinquished and discharged the Released Parties (as defined in Paragraph 1.41) from any and all claims for civil penalties pursuant to PAGA arising out of the claims that were alleged in the Actions or could have been alleged in the Action and the PAGA Notice, including, without limitation, all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802) ; (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount (currently estimated to be One Million Four Hundred Thirty-Six Thousand Five Hundred Dollars and Zero Cents (\$1,436,500.00)) by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods

worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ the Response Deadline to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written ~~and signed~~ letter with your name, present address, telephone number or e-mail address, last four digits of your Social Security Number, and a simple statement that reasonably communicates that you do not want to participate in the Settlement. ~~The and your understanding that you will not receive any money from the Net Settlement Amount.~~ The Settlement Administrator will exclude you based on any writing communicating your request be excluded. ~~Be sure to personally sign your request, identify the Action as \_\_\_\_\_, You and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must/or your designated representative may~~ make the request

~~yourself. If someone else makes the request for you, it will not be valid on your behalf.~~ **The Settlement Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what ~~Plaintiff~~Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) business days before \_\_\_\_\_ (the \_\_\_\_\_date of the Final Approval Hearing), Class Counsel and/or ~~Plaintiff~~Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating ~~(i) the amount~~amounts Class Counsel is requesting as ~~the~~ Class Representative Service ~~Award~~Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) \_\_\_\_\_ or the Court's website <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or ~~Plaintiff~~Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator is \_\_\_\_\_.** ~~Be sure to tell the Administrator what you object to, why you object, and any facts that support your~~An objection. Make sure you identify is a letter from you that reasonably communicates the objection to the Action \_\_\_\_\_ Settlement and/or the Agreement (including the basis for each objection in clear and include concise terms) and includes the your name, ~~current~~last four digits of your Social Security Number, address, and e-mail address or telephone number, ~~and approximate dates of employment for Defendant and sign the objection.~~ You and/or your legal representative may make the request on your behalf. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at (time) in Department ~~7SS-14~~ of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class

Counsel, Plaintiff/Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff/Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_'s Phoenix Settlement Administrator's website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, (Case No. \_\_\_\_\_, 22STCV25586). You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

### DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

#### Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Carolyn M. Bell Kristy R. Connolly

Email Address: ebell@aegislawfirm.com kconnolly@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618

Telephone: (949) 379-6250

Name of Attorney: Paul K. Haines and Sean M. Blakely

Email Address: phaines@haineslawgroup.com and sblakely@haineslawgroup.com

Name of Firm: Haines Law Group, APC

Mailing Address: 2155 Campus Drive, Suite 180, El Segundo, CA 90245

Telephone: (424) 292-2350

#### Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address: notice@phoenixclassaction.com

Mailing Address: P.O. Box 7208, Orange, CA 92863

Telephone: (800) 523-5773

Fax Number: (949) 209-2503

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the [Settlement](#) Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund [\[redacted\]](#) for instructions on how to retrieve the funds

## 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# EXHIBIT 3



AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: 949.379.6250  
Facsimile: 949.379.6251  
www.aegislawfirm.com

August 9, 2022

**VIA ONLINE SUBMISSION**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator

**VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

Agent for Service of Process for CRH California Water, Inc.:  
CT Corporation System (C0168406)  
330 N. Brand Blvd., Ste. 700  
Glendale, CA 91203

Re: Luis Sanchez v. CRH California Water, Inc.

Dear Labor and Workforce Development Agency and CRH California Water, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by CRH California Water, Inc. ("CRH") and the facts and theories in support of said allegations. This firm represents Luis Sanchez ("Claimant"); we hereby notify you that Claimant intends to seek penalties against CRH under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

**Specific Provisions of the Labor Code Allegedly Violated by CRH**

The specific provisions of the Labor Code allegedly violated by CRH and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

**Facts and Theories Supporting the Allegations Against CRH**

Claimant and other aggrieved employees worked for CRH in California as non-exempt employees. Claimant was employed by CRH in California within the past year.

During the past year, CRH failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be

relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, CRH violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

CRH failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, CRH violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

CRH failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to CRH's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. CRH failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of CRH. As such, CRH violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, CRH violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

CRH violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, CRH violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with CRH due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of himself and all other aggrieved employees against CRH. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,  
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

# EXHIBIT 4

**jenciso@aegislawfirm.com**

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**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Tuesday, April 9, 2024 9:35 AM  
**To:** jenciso@aegislawfirm.com  
**Subject:** Thank you for your Proposed Settlement Submission

04/09/2024 09:34:26 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# EXHIBIT 5

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

LUIS SANCHEZ, individually and on behalf  
of all others similarly situated,

Plaintiff,

vs.

CRH CALIFORNIA WATER, INC.; and  
DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV25586

Assigned for All Purposes to:  
Judge Kenneth R. Freeman  
Dept. 14

**[PROPOSED] FINAL JUDGMENT**

1           This Motion for Final Approval of Class Action Settlement came on for hearing on  
2           \_\_\_\_\_ in Department 14 of the above-captioned Court. Consistent with this  
3 Court's Order Granting Preliminary Approval, filed and entered on \_\_\_\_\_  
4 ("Preliminary Approval Order"), the Court's Order Granting Final Approval filed and entered  
5 on \_\_\_\_\_ ("Final Approval Order"), and the CLASS ACTION AND PAGA  
6 SETTLEMENT AGREEMENT AND CLASS NOTICE ("Settlement Agreement") entered into  
7 by Plaintiffs Luis Sanchez and Juan C. Jauregui ("Plaintiffs") and Defendant CRH California  
8 Water, Inc. ("Defendant") (collectively, the "Parties"), a copy of which was filed in conjunction  
9 with the Plaintiffs' Motion for Final Approval of Class Action Settlement, attached as Exhibit 1  
10 to the Declaration of Kristy R. Connolly, and due and adequate notice having been given to all  
11 Participating Class Members as required in the Preliminary Approval Order, it is hereby  
12 ORDERED, ADJUDGED, AND DECREED as follows:

13           1.       All terms used herein shall have the same meaning as defined in the Settlement  
14 Agreement.

15           2.       The Court finds and determines that the terms of the Settlement are fair, reasonable  
16 and adequate to the Class and to each Participating Class Member and that the Settlement is  
17 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby  
18 are ordered to be consummated, as set forth in its Final Approval Order.

19           3.       The Court has certified a Class, as that term is defined in and by the terms of the  
20 Settlement Agreement as all California citizens currently or formerly employed by Defendant as  
21 a non-exempt employee in the State of California at any time from August 9, 2018 to January 8,  
22 2024.

23           4.       All Class Members were given a full and fair opportunity to participate in the  
24 approval hearing. As of the date Defendant fully funds the Gross Settlement Amount and all  
25 employer payroll taxes, Named Plaintiffs and Participating Class Members shall release  
26 Defendant and each of its former and present directors, officers, shareholders, owners, members,  
27 agents, representatives, attorneys, insurers, partners, franchisors, including but not limited to  
28 Culligan International, investors shareholders, administrators, joint venturers, predecessors,

1 successors, assigns, subsidiaries, and affiliates (the "Released Parties") from all causes of action  
2 and claims pled in the Action and all other claims, such as those under the California Labor  
3 Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law,  
4 that could have been alleged based on the facts pled in the Action, including, but not limited to,  
5 all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and  
6 overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii)  
7 failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to  
8 provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during  
9 employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage  
10 statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or  
11 resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse necessary business  
12 expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have  
13 been premised on the claims, causes of action or legal theories of relief described above or any  
14 of the claims, causes of action or legal theories of relief pleaded in the operative complaint (Cal.  
15 Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs and attorneys' fees and expenses;  
16 and (x) any claim arising from the claims described above under applicable federal, state, local  
17 or territorial law as well as applicable regulations and Industrial Welfare Commission Wage  
18 Orders. Participating Class Members who cash their checks are deemed to have waived all  
19 Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating  
20 Class Members who do not cash their checks shall be deemed to waive all Class Released Claims  
21 except for a claim under the Fair Labor Standards Act. Participating Class Members do not  
22 release any other claims, including claims for vested benefits, wrongful termination, violation  
23 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
24 workers' compensation, or claims based on facts occurring outside the Class Period.  
25 In addition, all Aggrieved Employees who worked for Defendant from August 9, 2021, through  
26 January 8, 2024 are deemed to release, on behalf of themselves and their respective former and  
27 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
28 Released Parties from any and all claims for civil penalties pursuant to PAGA arising out of the

1 claims that were alleged in the Actions or could have been alleged in the Action and the PAGA  
2 Notice, including, without limitation, all of the following claims for relief: (i) failure to pay all  
3 regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194,  
4 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code  
5 §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv)  
6 failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to  
7 provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages  
8 timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain  
9 accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary  
10 business expenditures (Cal. Lab. Code §§ 2800 & 2802) ; (ix) all claims under the California  
11 Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims,  
12 causes of action or legal theories described above or any of the claims, causes of action or legal  
13 theories of relief pleaded in the Action; (x) any claim for costs and attorneys' fees and expenses;  
14 and (xi) any claim arising from the claims described above under applicable federal, state, local  
15 or territorial law as well as applicable regulations and Wage Orders.

16 5. Without affecting the finality of this order or the entry of judgment in any way,  
17 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
18 implementation, effectuation, and enforcement of this Judgment and the Settlement Agreement.

19 6. The Court hereby enters final judgment in accordance with the terms of the  
20 Settlement Agreement and the Order Granting Final Approval of Class Action Settlement  
21 entered on \_\_\_\_\_.

22 7. Upon completion of administration of the Settlement, the Settlement  
23 Administrator will provide written certification of such completion to the Court and counsel for  
24 the Parties which shall be filed with the Court five (5) court days before the non-appearance  
25 compliance hearing set for \_\_\_\_\_ in the above-entitled Court.

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**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Kenneth R. Freeman  
JUDGE OF THE SUPERIOR COURT