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Attorneys for Plaintiff Andrew Ruiz
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO

ANDREW RUIZ, on behalf of himself, the
general public, all similarly situated
individuals, and all "Class Members"
pursuant to Labor Code § 2698 *et seq.*

Plaintiff,

v.

ALPHA TEKNOVA, INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: CU-24-00146

Assigned to the Hon. Omar Rodriguez, Dept. 1

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date:
Time: _____
Dept.: 1

Complaint Filed: June 20, 2024

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Andrew Ruiz (“Ruiz” or
4 “Plaintiff”) and proposed Class Counsel in this action. I have personal knowledge of the facts set
5 forth herein and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my
12 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. My father practiced law in California for over 40 years, emphasizing litigation for
15 the vast majority of his career. Our current practice specializes in litigation, with an emphasis in
16 employment disputes like this one. Over 95% of our practice is devoted to complex employment
17 litigation.

18 5. My firm has represented employees in complex employment matters such as this
19 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
20 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
21 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

22 **Factual and Procedural Background:**

23 6. On August 29, 2023, Plaintiff notified the California Labor and Workforce
24 Development Agency (“LWDA”) of claims under the Private Attorneys General Act of 2004
25 (“PAGA”). Plaintiff contends that this exhausted the pre-filing requirements under PAGA.

26 7. The Parties subsequently tolled the statute of limitations on all of Plaintiff’s claims,
27 so that they could exchange informal discovery and participate in pre-litigation settlement
28 discussions, including a mediation.

1 8. On June 20, 2024, Plaintiff initiated his Action in the San Benito County Superior
2 Court by filing a class and PAGA representative action complaint on behalf of himself and all
3 other similarly situated individuals.

4 9. The Complaint alleges claims against Defendant for (1) failure to pay all wages due
5 (Labor Code §§ 226.7, 246, 510, 512, 558, 1194, and 1194.2 and IWC Wage Order 1-2001); (2)
6 failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7 and IWC Wage
7 Order 1-2001); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§
8 226.7, 512 and 558 and IWC Wage Order 1-2001); (4) knowing and intentional failure to comply
9 with itemized employee wage statement provisions and recordkeeping requirements (Labor Code
10 §§ 226(a) and (e), 1174, 1174.5, and 1198); (5) failure to timely pay wages due at the separation
11 of employment (Labor Code §§ 201-203, 227.3); (6) violation of Business and Professions Code
12 § 17200 for underlying violations of the Labor Code as set forth in the complaint in the Action;
13 and (7) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth
14 in the complaint in the Action.

15 10. Defendant denies any liability or wrongdoing of any kind associated with the claims
16 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
17 purpose other than this settlement. Defendant contends that it has complied at all times with the
18 California Labor Code and California and federal law. Defendant further contends that even if a
19 Court were to determine that it had inadvertently failed to pay any of the putative class members,
20 its actions were at all times in good faith, and any violations would have been inadvertent.
21 Accordingly, the putative class would be unable to recover any penalties that rely on willful or
22 malicious violation of the law. Defendant further contends that Plaintiff and other former
23 employees would be prevented from recovering on any claims regardless of the merits because of
24 releases they signed in exchange for valid consideration, and any such claims would be offset by
25 the consideration paid. It is Defendant's position that, if this case were to be litigated, class
26 certification would be inappropriate because Plaintiff is not an adequate Class Representative,
27 Plaintiff's claims are not typical of putative class members, and individual issues predominate
28 over class issues, among other defenses. The Action, the negotiation and execution of this

1 Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance
2 of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing
3 by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence
4 of fault on behalf of Defendant in any action before a civil court, criminal court, administrative
5 agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as,
6 an admission or evidence of the appropriateness of these or similar claims for class certification
7 in the Action or with respect to any other proceeding whatsoever.

8 11. The Class Representative contends that Defendant violated the California Labor
9 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
10 certification.

11 **Investigation and Settlement Discussions**

12 12. My colleagues and I have conducted a thorough investigation into the facts and law
13 during the prosecution of this class action case, including the exchange of extensive informal
14 discovery and the review and verification of statistical data, financial data, and other facts and
15 information provided by Defendant. My colleagues and I have investigated the applicable law as
16 applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses
17 thereto, and the damages and other losses claimed by Plaintiff.

18 13. The Parties agreed to participate in nonbinding mediation of Plaintiff's claims. On
19 June 6, 2024, following their exchange of information and documents regarding the Settlement
20 Class and the claims and defenses asserted by the Parties, the Parties engaged in arm's-length
21 negotiations with the assistance of an experienced wage and hour mediator, Brandon McKelvey,
22 Esq. The mediation ended with the resolution set forth in the Settlement.

23 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
24 **Litigation:**

25 14. Based on our independent investigation and evaluation, my colleagues and I are of
26 the opinion that settlement for the consideration and on the terms set forth in this Settlement
27 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
28 light of all known facts and circumstances, including the risk of significant delay, the risk the

1 Settlement Class will not be certified by the Court, and the defenses asserted by or potentially
2 available to Defendant.

3 15. The Parties agree that the Settlement Class may be certified for settlement purposes
4 only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is
5 for purposes of the settlement only. If for any reason the settlement is not approved, the
6 certification will have no force or effect and will immediately be revoked. The Parties further
7 agree that certification for purposes of the settlement is in no way an admission that class
8 certification is proper under the more stringent standard applied for litigation and that evidence of
9 this Settlement Agreement is for settlement purposes only and will not be admissible for any
10 purpose in this or any other proceeding.

11 16. The parties jointly prepared the Settlement Agreement and Release of Claims
12 (“Settlement Agreement”, “Settlement”, or “Stip.”). A true and correct copy of the Settlement is
13 attached hereto as **Exhibit B**.

14 17. Plaintiff contends that Defendant failed to pay Class Members all wages due in two
15 separate ways. Defendant allegedly paid Class Members bonuses that were not included in their
16 regular rate of pay for purposes of paying them meal and rest period premiums, sick pay, vacation
17 wages, overtime, and double time wages at the correct rates, in violation of Labor Code §§ 226.7,
18 246, 510, 512, 558, and 1194. Instead, it paid Class Members meal and rest period premiums, sick
19 pay wages, vacation wages, and overtime and double time wages based only on the base hourly
20 rate of pay, thus depriving them of all wages earned, in violation of Labor Code §§ 226.7, 246,
21 510, 512, 558, and 1194.

22 18. California Labor Code § 510 requires the payment of premium overtime
23 compensation based on employees’ regular rate of pay. Labor Code § 207(e) defines the “regular
24 rate” to include all remuneration for employment paid to or on behalf of the employee. California
25 law mirrors federal law on the issue of computation of the regular rate of pay.

26 19. Plaintiff also argues that Defendant failed to pay Class Members all minimum and
27 overtime wages earned, in violation of Labor Code §§ 510, 558, 1194, and 1194.2, by requiring
28 that they perform work-related activities off-the-clock, without compensation. An employer is

1 obligated to pay the wages of an hourly employee for all time that the employee is under the control
2 of the employer, and this includes all the time the employee is suffered or permitted to work,
3 whether or not required to do so. When Class Members performed work-related activities off-the-
4 clock, they were under the control of Defendant and required to be compensated for all hours
5 worked.

6 20. Plaintiff further argues that Defendant failed to permit or authorize Class Members
7 to take timely and/or uninterrupted 30-minute meal periods for shifts greater than 5 hours in length,
8 in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 1-2001. Labor Code §
9 512 provides that employers may not employ an employee for a work period of more than 5 hours
10 without providing a 30-minute meal period starting no later than the end of the 5th hour. Class
11 Members were routinely unable to take a proper meal period when they worked shifts in excess of
12 5 hours in duration and a second meal period when they worked shifts in excess of 10 hours in
13 duration. Plaintiff contends that he and other Class Members were rarely able to receive timely
14 meal breaks due to understaffing. When Plaintiff was able to take a meal break, they were
15 frequently interrupted, as discussed above.

16 21. Plaintiff pleads that Defendant failed to pay Class Members premium wages for
17 missed, denied and unauthorized rest periods in violation of Labor Code § 226.7 and IWC Wage
18 Order 1-2001. Class Members were denied, and therefore unable to take, 10-minute on-the-clock
19 rest periods for every four hours of work or major fraction thereof, but were not paid premium
20 wages of one hour's pay for each missed, denied and unauthorized rest period. Plaintiff also
21 contends that Defendant maintained a policy requiring employees to remain on the company
22 premises during their rest breaks.

23 22. Class Members were allegedly required to incur expenses in the performance of
24 their job duties for which they were not fully reimbursed, in violation of Labor Code § 2802. Class
25 Members were required to use their personal cell phones and personal tools to perform work for
26 Defendant, but were not fully reimbursed by Defendant for these expenses. This practice violates
27 Labor Code § 2802.

1 23. Plaintiff alleges that Defendant failed to issue Class Members accurately itemized
2 wage statements. Specifically, Class Members were not paid all wages due, as detailed above. As
3 a result, the wage statements issued by Defendant to Class Members fail to accurately state all
4 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
5 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all
6 applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate, in violation of Labor Code § 226(a)(9).

8 24. Defendant failed to pay certain Class Members all wages due upon separation of
9 employment, in violation of Labor Code §§ 201-203. As Defendant failed to pay them all wages
10 due during the course of their employment, as described above, these wages were due and owing
11 upon separation of employment yet went unpaid.

12 25. Defendant maintained numerous defenses to Plaintiff's claims. It contends that it
13 timely paid all wages due, always provided meal and rest breaks as require by law, and reimbursed
14 all expenses as required by law. It contends that Plaintiff would not succeed in certifying a class.
15 It contends that even if Plaintiff prevailed on all of his claims, any damages are far less than
16 proffered by Plaintiff. The settlement reflects a compromise of disputed claims. When the costs
17 and risks of non-certification and loss on the merits are considered, Plaintiff's counsel are of the
18 opinion that the settlement reached is clearly a favorable one.

19 26. The settlement for each Class Member is fair, reasonable and adequate, given the
20 inherent risk of litigation, the risk relative to class certification and the costs of pursuing such
21 litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the
22 Action.

23 **Class Certification Requirements:**

24 27. To date, no class has been certified. The Stipulation of Settlement contains a
25 provision pursuant to which we stipulate to the Court's provisional certification of the
26 approximately 215-member Settlement Class, but do so for purposes of this settlement only.

1 28. In this case, the Class Members are identifiable from Defendant's employment and
2 payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification.
3 According to Defendant's records, the Class comprises approximately 215 members.

4 29. The Class Members' claims all stem from a common source: members of the
5 Settlement Class allege that Defendant violated the same Labor Code provisions in connection
6 with their employment in non-exempt positions. All members of the Class seek the same relief
7 under the same California laws (related to unpaid wages, unpaid meal and rest period premiums,
8 inaccurate or incomplete wage statements, failure to timely pay wages due upon separation, and
9 derivative claims). Under these circumstances, the commonality requirement is satisfied for
10 purposes of certifying the Settlement Class for settlement purposes.

11 30. In this case, named Plaintiff and proposed Class Representative is a former non-
12 exempt employee who worked for Defendant in the State of California during the Class Period.
13 He contends that Defendant failed to pay all wages, failed to provide meal and rest periods, failed
14 to comply with itemized employee wage statement provisions, failure to reimburse expenses, and
15 failed to timely pay wages at the separation of employment, in violation of Labor Code §§ 201,
16 202, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2698, and 2699,
17 among other Labor Code provisions. He has the same claims as those that the members of the
18 Settlement Class would reasonably be expected to bring based on the course of conduct alleged
19 herein.

20 31. Plaintiff has also demonstrated that he will aggressively and competently assert the
21 interests of the proposed Settlement Class; he has taken an active role in the litigation and has no
22 apparent conflicts with other class members.

23 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)**

24 32. Concurrently with the filing of this Motion, my office is transmitting the Settlement
25 Agreement (and these approval documents) to the LWDA, in compliance with Labor Code §
26 2699(1)(2). Evidence of submission is attached hereto as **Exhibit C**.

1 I declare, under penalty of perjury, under the laws of the State of California, that
2 the foregoing is true and correct. Executed this 9th day of September, 2024 at Westlake
3 Village, California.

4 *Daniel F. Gaines*
5 DANIEL F. GAINES
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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6 Attorneys for Plaintiff Andrew Ruiz, on behalf of himself, the general public, all similarly
7 situated individuals, and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN BENITO**

10 ANDREW RUIZ, on behalf of himself, the
11 general public, all similarly situated
12 individuals, and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

13 Plaintiff,
14 v.

15 ALPHA TEKNOVA, INC., a Delaware
16 corporation, and DOES 1 through 10,
inclusive,

17 Defendants.

CASE NO: CU-24-00146

Assigned to the Hon. Omar Rodriguez, Dept. 1

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: June 20, 2024

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1 **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 This Settlement Agreement and Release of Claims (“Settlement Agreement”) is made and
3 entered into by and between Plaintiff Andrew Ruiz (“Plaintiff” or “Class Representative”),
4 individually and on behalf of all others similarly situated, and Defendant Alpha Teknova, Inc., a
5 Delaware corporation (“Defendant”), subject to the terms and conditions herein and the Court’s
6 approval.

7 **A. Definitions.**

8 1. Plaintiff, the Settlement Class (as defined below), and Defendant are collectively
9 referred to herein as “the Parties.”

10 2. Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of
11 record for Plaintiff Andrew Ruiz. For purposes of this Settlement Agreement only, the firm of
12 Gaines & Gaines, APLC shall be designated as “Class Counsel.”

13 3. The “Action” means the case of *Andrew Ruiz v. Alpha Teknova, Inc.*, San Benito
14 County Superior Court Case No. CU-24-00146 (the “Action”).

15 4. The “Settlement Class” and “Aggrieved Employees” shall be defined as “all current
16 and former employees of Defendant who were employed in California as a non-exempt employee
17 during the Class Period.” Defendant represents that this Class contains no more than approximately
18 179 Class Members who worked an estimated 11,000 workweeks during the Class Period.

19 5. The “Class Period” is defined as August 29, 2022 through August 5, 2024.

20 6. Members of the Settlement Class shall collectively be referred to as a “Class
21 Member” or “Class Members.” Any Class Member who files a timely request for exclusion, as
22 detailed below, will be excluded from the final Settlement Class.

23 7. The “Class Representative” refers to Plaintiff Andrew Ruiz.

24 8. The “Effective Date” is defined as the date the Court signs an order granting final
25 approval of the settlement and entering judgment thereon (the “Effective Date”). If objections to
26 the settlement are filed, the Effective Date of the settlement is the sixty-fifth (65th) day after notice
27 of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is
28 the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

B. General.

1. On August 29, 2023, Plaintiff notified the California Labor and Workforce Development Agency (“LWDA”) of claims under the Private Attorneys General Act of 2004 (“PAGA”). Plaintiff contends that this exhausted the pre-filing requirements under PAGA.

2. The Parties subsequently tolled the statute of limitations on all of Plaintiff’s claims, so that they could exchange informal discovery and participate in pre-litigation settlement discussions, including a mediation as set forth in more detail in Paragraph 8.

3. On June 20, 2024, Plaintiff initiated his Action in the San Benito County Superior Court by filing a class and PAGA representative action complaint on behalf of himself and all other similarly situated individuals.

4. The Complaint alleges claims against Defendant for (1) failure to pay all wages due (Labor Code §§ 226.7, 246, 510, 512, 558, 1194, and 1194.2 and IWC Wage Order 1-2001); (2) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7 and IWC Wage Order 1-2001); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 1-2001); (4) knowing and intentional failure to comply with itemized employee wage statement provisions and recordkeeping requirements (Labor Code §§ 226(a) and (e), 1174, 1174.5, and 1198); (5) failure to timely pay wages due at the separation of employment (Labor Code §§ 201-203, 227.3); (6) violation of Business and Professions Code § 17200 for underlying violations of the Labor Code as set forth in the complaint in the Action; and (7) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the complaint in the Action.

5. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times with the California Labor Code and California and federal law. Defendant further contends that even if a Court were to determine that it had inadvertently failed to pay any of the putative class members, its actions were at all times in good faith, and any violations would have been inadvertent. Accordingly, the putative class would be unable to recover any penalties that rely on willful or

malicious violation of the law. Defendant further contends that Plaintiff and other former employees would be prevented from recovering on any claims regardless of the merits because of releases they signed in exchange for valid consideration, and any such claims would be offset by the consideration paid. It is Defendant's position that, if this case were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate Class Representative, Plaintiff's claims are not typical of putative class members, and individual issues predominate over class issues, among other defenses. The Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding whatsoever.

6. The Class Representative contends that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

7. Class Counsel represent that they have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of extensive informal discovery and the review and verification of statistical data, financial data, and other facts and information provided by Defendant. Counsel for the Parties also represent that they have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

8. The Parties agreed to participate in nonbinding mediation of Plaintiff's claims. On June 6, 2024, following their exchange of information and documents regarding the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in arm's-length negotiations with the assistance of an experienced wage and hour mediator, Brandon McKelvey, Esq. The mediation ended with the resolution set forth herein.

1 9. Based on their own independent investigation and evaluation, Class Counsel are of
2 the opinion (and will so represent to the Court) that settlement for the consideration and on the
3 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
4 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
5 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses
6 asserted by or potentially available to Defendant.

7 10. The Parties agree that the Settlement Class described herein may be certified for
8 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
9 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
10 approved, the certification will have no force or effect and will immediately be revoked. The
11 Parties further agree that certification for purposes of the settlement is in no way an admission that
12 class certification is proper under the more stringent standard applied for litigation and that
13 evidence of this Settlement Agreement is for settlement purposes only and will not be admissible
14 for any purpose in this or any other proceeding.

15 **C. Terms of Settlement.**

16 1. The financial terms of the Settlement Agreement are as follows:

17 (a) **Gross Settlement Amount:** The Parties agree to settle the Action for a Gross
18 Settlement Amount of Three Hundred Seventy-Two Thousand Five Hundred Dollars (\$372,500)
19 (the “Gross Settlement Amount”), which shall only be subject to increase based on the escalator
20 provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorney’s fees of
21 Class Counsel; litigation costs and expenses (which include, without limitation, all such fees and
22 costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement,
23 providing any notices required as part of the settlement, securing Court approval of the settlement,
24 and obtaining judgment in the Action); the Incentive Award to the Class Representative, as
25 approved by the Court; the payment to the California Labor and Workforce Development Agency
26 (“LWDA”); all costs of administration, including, without limitation, settlement administration fees
27 and expenses; and all employer payroll tax obligations due on wage payments made from the Net
28 Settlement Proceeds.

1 (b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the
2 Gross Settlement Amount less the amounts approved and awarded by the Court for: attorney’s fees
3 and documented litigation costs and expenses incurred or advanced by Class Counsel; the Incentive
4 Award to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs of
5 administering the settlement.

6 (c) **Calculation of the Individual Payment Amounts:** “Individual Payment
7 Amount” means the portion of the Net Settlement Proceeds distributable to each Class Member
8 who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion
9 form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As
10 to participating Class Members, the class portion of the Individual Payment Amount will be
11 determined by dividing the Net Settlement Proceeds, less the \$5,000 PAGA allocation, by the total
12 number of weeks worked by the entire Settlement Class in a non-exempt position in California
13 during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying
14 the class workweek value by the number of weeks worked by each participating Class Member in
15 a non-exempt position in California during the Class Period. As to the Aggrieved Employees, the
16 PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA
17 settlement amount (\$5,000) by the total number of weeks worked by all Aggrieved Employees in
18 a non-exempt position in California during the Class Period, resulting in the PAGA workweek
19 value; and then multiplying the PAGA workweek value by the number of weeks worked by each
20 Aggrieved Employee in a non-exempt position in California during the Class Period.

21 (d) For tax purposes, the class portion of each Individual Payment Amount will
22 be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable
23 withholdings); and (b) 80% equally as penalties and interest (reported on an IRS Form 1099, if
24 required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as
25 penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to
26 Class Members and Aggrieved Employees will be subject to any applicable wage garnishments,
27 liens, or other legally mandated treatment as required by law.

1 (e) **PAGA Payments:** The Parties agree that Twenty Thousand Dollars
2 (\$20,000) shall be allocated to settle Plaintiff's claims brought pursuant to PAGA. Of this amount,
3 Seventy-Five percent (75%), or Fifteen Thousand Dollars (\$15,000), shall be paid to the LWDA,
4 and the remaining Twenty-Five percent (25%), or Five Thousand Dollars (\$5,000), shall be paid to
5 Aggrieved Employees as part of the Net Settlement Proceeds.

6 (f) **Incentive Award and General Release Payment to Class Representative:**
7 The amount awarded to the Class Representative as a "Incentive Award" and in exchange for a
8 general release, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not
9 to exceed Fifteen Thousand Dollars (\$15,000). This amount will be deducted from the Gross
10 Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for his Incentive
11 Award. Defendant agrees not to dispute or otherwise object to the Incentive Award if Plaintiff
12 requests \$15,000 or less.

13 (g) **Attorney's Fees:** An award to Class Counsel of attorney's fees will be
14 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
15 the settlement award that has been made available for the Settlement Class by the efforts of Class
16 Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., One
17 Hundred Thirty Thousand Three Hundred Seventy-Five Dollars (\$130,375). An IRS Form 1099
18 will be issued to Class Counsel with respect to its award of attorney's fees. Defendant agrees not
19 to dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the
20 request does not exceed 35% of the Gross Settlement Amount.

21 (h) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
22 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
23 litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000). An IRS Form
24 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant
25 agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel
26 so long as the request does not exceed \$15,000.

27 (i) **Settlement Administration Costs:** The fees and other charges of the
28 Settlement Administrator to administer the Settlement are expected to total no more than Ten

1 Thousand Dollars (\$10,000) and will be paid from the Gross Settlement Amount. These fees shall
2 include any costs associated with the required tax reporting on any Individual Payment Amounts,
3 and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the Parties
4 have agreed that Phoenix Settlement Administrators will serve as a neutral third-party claims'
5 administrator ("Settlement Administrator") to perform all acts related to providing notice to the
6 Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing
7 the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class Members; (b)
8 administering the settlement; (c) processing exclusions and objections and fielding inquiries from
9 Class Members; (d) resolving disputes; (e) calculating the Individual Payment Amount that each
10 Participating Class Member and Aggrieved Employee is eligible to receive; (f) distributing the
11 Gross Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h)
12 providing necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

13 (j) **No Warranty by Defendant:** Plaintiff understands and agrees that
14 Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant
15 makes no representations regarding tax obligations or consequences, if any, related to this
16 Settlement Agreement.

17 **D. Release of Claims.**

18 1. Upon the Effective Date, and subject to Defendant's full payment of the Gross
19 Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out of the
20 Settlement will release the Released Class Claims against Alpha Teknova, Inc., all entities
21 affiliated with it, and all officers, directors, representatives, owners, partners, subsidiaries, parent
22 companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-
23 in-interest, assigns, and current and former employees of Defendant, including but not limited to
24 agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any
25 of them ("Released Parties").

26 2. Upon the Effective Date, and subject to Defendant's full payment of the Gross
27 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and Aggrieved
28

1 Employees, including those who opt out of the Class Settlement, will release all Released PAGA
2 claims against the Released Parties.

3 3. "Released Class Claims" means any and all claims and/or causes of action that
4 accrued during the Class Period during employment in a non-exempt position in California, that
5 are alleged, or that could have been alleged, in the Action based on the facts set forth in the
6 Complaint, including under Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 227.3, 246, 510, 512,
7 558, 1174, 1174.5, 1194, 1198 and 1194.2, and Business & Professions Code § 17200 *et seq.*
8 predicated on the underlying Labor Code claims alleged. No PAGA claims are encompassed in
9 the Released Class Claims.

10 4. "Released PAGA Claims" means any and all PAGA claims and/or causes of action
11 that accrued during the Class Period during employment in a non-exempt position in California
12 that are alleged in the Action, or that could have been alleged in the Action, based on the facts set
13 forth in the Complaint, including any penalties for alleged violations of the Labor Code that could
14 be recovered in such action pursuant to the procedures provided for in PAGA. No Aggrieved
15 Employee may opt out of the PAGA portion of the Settlement.

16 5. Upon the Effective Date, and subject to Defendant's full payment of the Gross
17 Settlement Amount and all associated employer payroll tax obligations, Plaintiff Ruiz shall be
18 deemed to have fully, finally, and forever released the Released Parties from any and all claims,
19 obligations, demands, Action, rights, causes of action, and liabilities against the Released Parties,
20 of whatever kind and nature, character, and description, whether in law or equity, whether
21 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common
22 law, or other source of law, whether known or unknown, and whether anticipated or unanticipated,
23 including unknown claims covered by Civil Code Section 1542, arising through the date of his
24 signature hereon, for any type of relief, including, without limitation, claims for wages, damages,
25 unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney's fees, litigation
26 costs, restitution, or equitable relief. These claims include, but are not limited to, the Released
27 Class Claims and Released PAGA Claims, as well as any other claims under any provision of the
28 California Labor Code or any applicable California Industrial Welfare Commission Wage Orders,

1 and claims under local, state, or federal discrimination statutes, including, without limitation, the
2 California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the
3 Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII
4 of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act,
5 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C.
6 §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect
7 to these Released Claims as described in this Section, Plaintiff Ruiz shall be deemed to have
8 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,
9 and benefits he may otherwise have had pursuant to Section 1542 of the California Civil Code,
10 which provides as follows:

11 **A general release does not extend to claims that the creditor or releasing party**
12 **does not know or suspect to exist in his or her favor at the time of executing the**
13 **release and that, if known by him or her, would have materially affected his or**
14 **her settlement with the debtor or released party.**

15 Notwithstanding Section 1542, Plaintiff understands and agrees that this Settlement
16 Agreement shall act as a release of all future claims that may arise from Plaintiff's employment or
17 separation from employment with Defendant, or any other matters that existed between Plaintiff
18 and the Released Parties up to the date of this Settlement Agreement, whether such claims are
19 currently known or unknown, and that Plaintiff intentionally waives any rights he may have under
20 the provisions of Section 1542, as well as under any other statutes or common law principles of
21 similar effect in the State of California or in any other state.

22 **E. Notice and Exclusion Process.**

23 1. Within ten (10) calendar days after entry of the order granting preliminary approval
24 of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class
25 Members, including their last known addresses, telephone numbers, social security numbers, and
26 their dates of employment in a non-exempt position in California during the Class Period
27 ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security
28 numbers will only be disclosed to the Settlement Administrator and not to Plaintiff's Counsel. All
information provided to the Settlement Administrator will be marked CONFIDENTIAL. This

1 information shall be kept confidential and shall not be disclosed, either in writing or orally, by the
2 Settlement Administrator. The Settlement Administrator shall use due care with respect to the
3 storage, custody, use, and/or dissemination of the confidential information. Such information must
4 be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

5 2. A notice of pendency of class action, proposed settlement, and hearing date for
6 Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the
7 Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail,
8 within twenty (20) calendar days after entry of the order granting preliminary approval. Attached
9 to the Class Notice will be a request for exclusion form ("Request for Exclusion Form") in the form
10 attached hereto as **Exhibit 2**.

11 3. The Settlement Administrator will make reasonable efforts to ensure that the Class
12 Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be
13 presumed that if an envelope has not been returned within thirty (30) days of the mailing that the
14 Class Member received the Class Notice. In the event of returned or non-deliverable notices, the
15 Settlement Administrator will make reasonable efforts to locate Class Members and re-send the
16 notices.

17 4. Each Class Member will be fully advised of the settlement, the ability to object to
18 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
19 inform the Class Members of the Court-established deadlines for filing objections and a Request
20 for Exclusion Form.

21 5. Each Class Notice will contain personalized information setting forth the number of
22 weeks each Class Member worked for Defendant in California in a non-exempt position during the
23 Class Period and their estimated Individual Payment Amount. To the extent a Class Member
24 disputes any of the information listed on his or her Class Notice, the Class Member may produce
25 evidence to the Settlement Administrator showing such information the Class Member contends
26 should be reflected in the Class Notice. Defendant's records will be presumed determinative,
27 however, and the Settlement Administrator's decision on these matters will be final. The Class
28 Notice will also set forth IRS W-9 information if required.

1 6. All Class Members who do not submit a Request for Exclusion Form will be eligible
2 to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive
3 a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them
4 if and when the Effective Date occurs.

5 7. In order to elect not to participate in the Settlement, a Class Member must submit a
6 Request for Exclusion Form by mailing it to the Settlement Administrator no later than forty-five
7 (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to
8 Class Members, unless the Court requires a longer period, in which case the Court ordered
9 exclusion period will apply. The date of the postmark shall be deemed the date of submission. The
10 timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the
11 45th day (the last day of the exclusion period) falls on a Sunday or federal holiday, the time to
12 request exclusion will be extended to the next day on which the U.S. Postal Service is open.

13 8. The deadline for submission of Request for Exclusion Forms shall be extended once
14 by 30 days for those Class Members whose Class Notice and Request for Exclusion Form are
15 returned as “undeliverable.” If the 30th day falls on a Sunday or federal holiday, this deadline will
16 be extended to the next day on which the U.S. Postal Service is open.

17 9. The Settlement Administrator will search for additional addresses on returned mail
18 and will re-mail the Class Notice and Request for Exclusion Form to an updated address (if any)
19 within 15 days of receipt of the returned mail. The 30-day extended time limit will run from the
20 date of the second mailing for those Class Members. To the extent a Class Notice from the initial
21 mailing is not returned within 30 days, it shall be deemed to have been sent to a valid address even
22 if it is thereafter returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts
23 be used to locate Class Members. If the initial Class Notice and Request for Exclusion Form is
24 returned, the Settlement Administrator will search using the Class Member’s social security number
25 for a more current address. If no address is found within 10 days, no further action is required.

26 10. The Settlement Administrator will notify the Parties of the total number of valid
27 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
28

1 Request for Exclusion Forms (ten (10) calendar days after the last day of the exclusion period, as
2 determined by paragraph 7 of this section).

3 11. In order to object to the settlement, a Class Member must mail his or her objection
4 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
5 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
6 period, in which case the Court ordered objection period will apply. If the 45th day (the last day
7 of the objection period) falls on a Sunday or federal holiday, the time to object to the settlement
8 will be extended to the next day on which the U.S. Postal Service is open. Under no other
9 circumstances shall the objection deadline be extended.

10 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
11 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
12 of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request
13 for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least Twelve
14 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report
15 listing the amount of all payments to be made to each Class Member without names or personal
16 identifying information.

17 13. Defendant shall deposit the Gross Settlement Amount with the Settlement
18 Administrator no later than thirty (30) calendar days after the Effective Date.

19 14. The Settlement Administrator will issue payments for the obligations due for
20 attorneys' fees and costs to Class Counsel, cost of administration, Incentive Award to Class
21 Representative, Individual Settlement Payments to Class Members and Aggrieved Employees, and
22 the payment to the LWDA no later than fifteen (15) days after receipt of the Gross Settlement
23 Amount. The value of any checks uncashed more than one hundred eighty (180) days after mailing
24 shall be paid to the State of California Controller's Office – Unclaimed Property Fund, to be held
25 in the name of the respective Class Member or Aggrieved Employee.

F. Duties of the Parties Prior to Court Approval.

1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the Court for preliminary approval of this settlement and entry of an order accomplishing the following:

- (a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate as to the Class Members;
- (b) approving as to form and content the proposed Class Notice;
- (c) approving as to form and content the proposed Request for Exclusion Form;
- (d) preliminarily certifying the Settlement Class for purposes of approving the Settlement Agreement;
- (e) preliminarily approving the PAGA payment of \$15,000 to the LWDA;
- (f) preliminarily setting attorney's fees and costs payable to Class Counsel;
- (g) preliminarily setting the Incentive Award to the Class Representative; and
- (h) preliminarily approving Phoenix Settlement Administrators as the Settlement Administrator and its estimated fees and costs of \$10,000.

2. The Parties shall submit this Settlement Agreement to the Court and the LWDA in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection with and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

- (a) approving the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (b) approving Class Counsel's application for an award of attorney's fees and reimbursement of documented litigation costs and expenses, the Incentive Award to the Class Representative, the PAGA payment to the LWDA, and the costs of administering the settlement; and

1 (c) Entering judgment in the Action in accordance with this Settlement
2 Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

3 2. Class Counsel shall file an application for attorney's fees and reimbursement of
4 costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing
5 on final approval (unless otherwise ordered by the Court).

6 **H. Miscellaneous Provisions:**

7 1. **Voiding the Agreement.**

8 A failure of the Court to approve any material condition of this Settlement Agreement, a
9 modification of any material condition of this Settlement Agreement by the Court or an appellate
10 court, or a reversal of the Court's order granting final approval shall render the entire Settlement
11 Agreement voidable and unenforceable as to all Parties herein at the option of Defendant or
12 Plaintiff. The Party invoking this provision shall notify the other Party of its intent to do so. Such
13 notification may take place at any time prior to Defendant's payment of the settlement funds. The
14 Party invoking this provision shall have the discretion to determine what conditions it consider to
15 be "material," so long as the Party's determination is not wholly unreasonable or made in bad faith.

16 2. **Parties' Authority.**

17 The signatories hereto represent that they are fully authorized to enter into this Settlement
18 Agreement and bind the Parties hereto to the terms and conditions hereof.

19 3. **Mutual Full Cooperation.**

20 The Parties agree to fully cooperate with each other to accomplish the objectives of this
21 Settlement Agreement, including but not limited to, executing such documents and taking such
22 other action as may reasonably be necessary to implement the terms of this Settlement Agreement.
23 As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the
24 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
25 Court's preliminary and final approval of the settlement.

26 4. **No Prior Assignments.**

27 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
28 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or

1 entity any portion of any liability, claim, demand, action, cause of action or rights released and
2 discharged by this Settlement Agreement.

3 **5. No Admission.**

4 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
5 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
6 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
7 Settlement Agreement with the intention of avoiding further disputes and litigation with the
8 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
9 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
10 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
11 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

12 **6. Construction.**

13 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
14 result of lengthy, intensive, arm's length negotiations between the Parties and that this Settlement
15 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
16 any Party or her or its counsel participated in the drafting of this Settlement Agreement.

17 **7. Captions and Interpretations.**

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

22 **8. Modification.**

23 This Settlement Agreement may not be changed, altered, or modified, except by a writing
24 signed by the Parties hereto and approved by the Court. This Settlement Agreement may not be
25 discharged except by performance in accordance with its terms or by a writing signed by each of
26 the Parties hereto or their attorneys.

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1 **9. Integration Clause.**

2 This Settlement Agreement contains the entire agreement between the Parties relating to
3 the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
4 understandings, representations, and statements, whether oral or written and whether by a Party or
5 such Party's legal counsel, are merged as set forth herein. This Settlement Agreement only
6 supersedes prior written agreements between the Parties as expressly set forth herein. No rights
7 hereunder may be waived except in writing.

8 **10. Binding on Assigns.**

9 This Settlement Agreement shall be binding upon and insure to the benefit of the Parties
10 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

11 **11. Governing Law.**

12 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
13 according to the laws of the State of California, without giving effect to any conflict of law or
14 choice of law principles.

15 **12. Signatures of All Class Members Unnecessary to be Binding.**

16 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
17 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
18 attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release
19 provided herein and such shall have the same force and effect as if this Settlement Agreement was
20 executed by each Class Member.

21 **13. Counterparts.**

22 This Settlement Agreement may be executed in counterparts, and when each Party has
23 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
24 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
25 Agreement, which shall be binding upon and effective as to all Parties.

26 **14. Confidentiality**

27 Until Plaintiff files his motion for preliminary approval of the class action settlement of the
28 Action, the Parties and Counsel agree to maintain confidentiality as to the settlement, including the

1 amount and terms of the Settlement Agreement, except as to spouses, tax or financial advisors,
2 attorneys, taxing agencies, or as otherwise required by law.

3 **15. No Publicity**

4 Plaintiff and his Counsel will not contact the media about the Settlement Agreement.
5 Plaintiff and his counsel shall respond to any inquiries by the media regarding the settlement only
6 by stating that the matter was amicably settled and that the Court did not find Defendant liable.
7 Plaintiff and his Counsel also will not post any information about the Settlement Agreement on
8 social media or their firm's websites.

9 **16. Representation Regarding Class Size.**

10 Defendant has represented that Class Members worked approximately 11,000 workweeks
11 during the Class Period. Should the workweek count increase by more than 10%, the Gross
12 Settlement Amount will increase proportionately above the 10% threshold. For example, if there
13 are 12,650 workweeks (i.e., a 15% increase), the Gross Settlement Amount shall increase by 5%.

14 **17. Excessive Requests for Exclusion.**

15 The Parties expect that there will not be an excessive number of requests for exclusion.
16 Should 5% or more of the total number of Class Members submit requests for exclusion, Defendant
17 will have the option to void the Settlement Agreement. Defendant shall notify Plaintiff of its intent
18 to invoke this provision. Such notification may take place at any time prior to the date the Court
19 signs an order granting final approval of the settlement and entering judgment thereon.

20 **18. Continuing Jurisdiction.**

21 The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to
22 the terms of this Settlement Agreement, this Settlement Agreement shall be enforceable by the
23 Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the
24 Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and
25 Class Members to interpret and enforce the terms, conditions, and obligations of this Settlement
26 Agreement.

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19. **Default; Notice; Cure; Acceleration; Time is of the Essence.**

Time is of the essence with respect to all provisions of this Settlement Agreement. If Defendant fails to timely make the payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default.

Dated: _____

By: _____

ANDREW RUIZ
Plaintiff and Class Representative

Dated: August 6, 2024 | 12:51 PM PDT

ALPHA TEKNOVA, INC.

By:  Damon A. Terrill

Its: General Counsel & CCO

APPROVED AS TO FORM AND CONTENT:

Dated: _____

GAINES & GAINES, APLC

By: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative

Dated: 8/06/2024

GORDON REES SCULLY MANSUKHANI

By: 

Sara A. Moore, Esq.
Sarah B. Abshear, Esq.
Counsel for Defendant

EXHIBIT 1

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

ANDREW RUIZ, on behalf of himself, the
general public, all similarly situated individuals,
and all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*

Plaintiff,

v.

ALPHA TEKNOVA, INC., a Delaware
corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CU-24-00146

Assigned to the Hon. Omar Rodriguez, Dept. 1

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- The proposed settlement will provide \$372,500 to pay claims to all individuals who worked for Alpha Teknova, Inc. (“Defendant”) as a non-exempt employee in California at any time between August 29, 2022 and August 5, 2024.
- The settlement resolves a lawsuit alleging that Defendant failed to pay all wages due, including all overtime wages; provide compliant meal and rest periods or premium compensation in lieu thereof; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements and maintain proper records. The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit. The settlement occurred after Defendant and Plaintiff engaged in arm’s length negotiation at mediation in June 2024 with wage and hour mediator, Brandon McKelvey.
- Defendant denies any liability or wrongdoing of any kind and denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has acted in good faith and complied at all times with all applicable laws, and any alleged failure to do so was inadvertent. Defendant further contends that Plaintiff and other former employees would be prevented from recovering based on other agreements. The Parties disagree on whether and how much money, if any, could have been awarded if employees won at trial.
- Lawyers for the employees will ask the Court to award them up to \$130,375 as attorney’s fees and \$15,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement. This is the only option that allows you to ever be part of any other lawsuit against Alpha Teknova, Inc. about the legal claims that were brought in this case. Even if you exclude yourself, you will still be an Aggrieved Employee subject to the PAGA settlement
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 20, 2024, Plaintiff Andrew Ruiz ("Plaintiff"), a former employee of Defendant Alpha Teknova, Inc., filed this lawsuit in the San Benito County Superior Court. The lawsuit, as amended, alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between August 29, 2022 and August 5, 2024 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages due, including overtime wages; not provided compliant meal and rest periods or premium compensation in lieu thereof; not timely issued final wages upon separation of employment; and not issued accurate and complete itemized wage statements or subject to proper recordkeeping. The Settlement seeks recovery of wages, liquidated damages, damages, interest, statutory and civil penalties, restitution, attorney's fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Sara A. Moore, Esq.
Sarah B. Abshear, Esq.
GORDON REES SULLY MANSUKHANI
315 Pacific Avenue
San Francisco, CA 94111

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all current and former employees of Defendant who were employed in California as a non-exempt employee between August 29, 2022 and August 5, 2024. The definitions of Class Member and Aggrieved Employee are synonymous.

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$372,500 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion. The Net Settlement Proceeds is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by participating Class Members. The Court will set these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorney's Fees** in an amount set by the Court, not to exceed \$130,375;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$15,000;

(c) **Incentive Award Payment to the Class Representative** in an amount set by the Court, not to exceed \$15,000 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$10,000, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$20,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”). Of that amount, 75% or \$15,000, shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25%, or \$5,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant’s full payment of the Gross Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will release the Released Class Claims against Alpha Teknova, Inc., all entities affiliated with it, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, and current and former employees of Defendant, including but not limited to agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them (“Released Parties”).

Upon the Effective Date, and subject to Defendant’s full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and Aggrieved Employees, including those who opt out of the Class Settlement, will release all Released PAGA claims against the Released Parties.

“Released Class Claims” means any and all claims and/or causes of action that accrued during the Class Period during employment in a non-exempt position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the Complaint, including under Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1198 and 1194.2, and Business & Professions Code § 17200 *et seq.* predicated on the underlying Labor Code claims alleged. No PAGA claims are encompassed in the Released Class Claims.

“Released PAGA Claims” means any and all PAGA claims and/or causes of action that accrued during the Class Period during employment in a non-exempt position in California, that are alleged in the Action, or that could have been alleged in the Action based on the facts set forth in the Complaint, including any penalties for alleged violations of the Labor Code that could be recovered in such action pursuant to the procedures provided for in PAGA. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form), and a PAGA portion of the Individual Payment Amount, which is distributable to each Aggrieved Employee regardless of whether they participate in the Settlement (Aggrieved Employees will receive the PAGA portion of the Individual Payment Amount even if they exclude themselves from the Settlement).

“Individual Payment Amount” means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not.

As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the \$5,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class in a non-exempt position in California during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member in a non-exempt position in California during the Class Period.

As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount (\$5,000) by the total number of weeks worked by all Aggrieved Employees in a non-exempt position in California during the Class Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee in a non-exempt position in California during the Class Period.

For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

Settlement Class Payment: According to the records of Defendant, you worked [REDACTED] weeks while employed as a non-exempt employee in California from August 29, 2022 through August 5, 2024. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

PAGA Payment: According to the records of Defendant, you worked [REDACTED] weeks while employed as a non-exempt employee in California from August 29, 2022 through August 5, 2024. Based on these weeks worked, you are entitled to a PAGA Payment Amount of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2024. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [REDACTED], at [REDACTED] a.m., in the Courtroom of Judge Omar Rodriguez of the San Benito County Superior Court, Department 1, located at 450 4th Street, Hollister, CA 95023. The

Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as an incentive award payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [REDACTED]. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than [REDACTED].

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement except you will participate in the PAGA portion thereof and be paid a share of the PAGA settlement. With that exception, you will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than [REDACTED].

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined

at any time during regular business hours at the Office of the Clerk of the San Benito County Superior Court, located at 450 4th Street, Hollister, CA 95023.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Andrew Ruiz v. Alpha Teknova, Inc.*, San Benito County Superior Court Case. No. CU-24-00146. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I was employed by Defendant Alpha Teknova, Inc. in California between August 29, 2022, and August 5, 2024.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

Alpha Teknova, Inc. Claims Administrator

c/o _____

EXHIBIT C