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Attorneys for Plaintiffs Lucille Sims, Porcha Davis, and Shelly Roberts

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

TRINITY SERVICES WAGE AND
HOURS CASES

Included actions:

Castillo v. Trinity Services Group, Inc.
Superior Court of California County of Kern
Case No. BCV-19-101473

Castillo v. Trinity Services Group, Inc.
Superior Court of California County of Kern
Case No. BCV-19-102626

Sims, et al. v. Trinity Services Group, Inc.
Superior Court of California County of
Fresno, Case No. 20CECG00260

Judicial Council Coordination Proceeding No.
5155 / Kern County Superior Court Case No.
JCCP5155

*Assigned for all purposes to:
Hon. Thomas S. Clark
Dep. 17*

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 15, 2024
Time: 8:30 a.m.
Dept.: 17

DECLARATION OF BRIAN J. ST. JOHN

1
2 1. I am an attorney duly licensed to practice before all courts of the State of
3 California and I am an attorney at Lawyers *for* Justice, PC, attorneys of record for Plaintiffs
4 Lucille Sims, Porcha Davis, and Shelly Roberts (collectively, “Sims Plaintiffs”) in the above-
5 captioned coordinated proceeding and the included action entitled *Sims, et al. v. Trinity Services*
6 *Group, Inc.*, Superior Court of California County of Fresno, Case No. 20CECG0026 (the “Sims
7 Action”). The facts set forth in this declaration are within my personal knowledge, or based on
8 information and belief, and, if called as a witness, I could and would competently testify as
9 follows.

10 2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
11 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
12 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
13 is attorney of record in dozens of employment-related putative class actions in both state and
14 federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who
15 focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”)
16 representative actions. The firm has successfully litigated cases involving nearly every aspect of
17 California wage and hour law, including payment of overtime and minimum wages, provision of
18 meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of
19 compliant wage statements, reimbursement of business expenses, executive, administrative, and
20 other overtime exemptions to the State of California and federal overtime compensation
21 requirements, PAGA claims, and sister statutes under federal law. Lawyers *for* Justice, PC has
22 recovered (sometimes in association with other law firms) millions of dollars on behalf of
23 thousands of individuals in California.

24 3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice,
25 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
26 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
27 extensive formal training in dispute resolution and negotiation from the Straus Institute for
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1 Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he
2 has previously served as a pro bono mediator for the Los Angeles County Superior Court. In
3 October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension
4 Program. During the summer of 2000, he studied Legal Writing at Harvard University. From
5 approximately September 2002 to approximately December 2002, he served as a Judicial Extern
6 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
7 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
8 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
9 Appellate District. In December of 2004, he obtained a license to practice law from the California
10 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
11 has almost exclusively focused on the prosecution of consumer and employment class actions.
12 While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken
13 or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
14 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
15 other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully
16 litigated cases involving the executive, administrative, and other overtime exemptions to the
17 State of California and federal overtime compensation requirements. Under his supervision,
18 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
19 in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or
20 representative action cases.
21

22 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
23 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
24 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
25 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
26 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
27 From approximately August 2008 to approximately December 2008, he served as a Judicial
28 Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the

1 Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
2 before all courts of the State of California and all United States District Courts in the State of
3 California. He has worked on many wage-and-hour class action and representative action cases,
4 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
5 He has played an integral role in preparing matters for class certification, including and not
6 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
7 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
8 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
9 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
10 representative cases have resulted in settlements that have been granted court approval, including
11 and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty
12 (150) mediations and worked on over two hundred and fifty (250) class action or representative
13 action cases which have resulted in settlement.

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15 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received
16 a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
17 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
18 Georgetown University Law Center in 2010. She is admitted to practice in California (since
19 2010) and in New York (since 2013) and she is also admitted to practice in all U.S. District
20 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
21 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled
22 motion practice in class action cases regarding discovery (including and not limited to, regarding
23 class contact information), class certification (both contested class certification and stipulated
24 class certification), arbitration agreements, coordination, and intervention. She has successfully
25 handled briefing and oral argument on appeal and obtained notable decisions regarding Private
26 Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g.,
27 *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert.
28 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*,

8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements and have handled this process in over three hundred (300) cases. Under Edwin Aiwasian, Arby Aiwasian, and my supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a member of Lawyers *for* Justice, PC. I received my Bachelors degree from the University of California, San Diego in 2010 and earned my Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a. LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted

1 final approval of the class action settlement. The Los Angeles County Superior Court Case
2 Number is BC400414.

3 b. LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of household items involving allegations
5 of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC413498.

8 c. LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national property management company involving
10 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
11 granted final approval of the class action settlement. The Los Angeles County Superior Court
12 Case Number is BC430918.

13 d. LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer involving allegations of misclassification
15 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
16 certification. On August 26, 2013, the court granted final approval of the class action settlement.
17 The Los Angeles County Superior Court Case Number is BC424012.

18 e. LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a bank, involving allegations of
20 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
21 granted final approval of the class and PAGA representative action settlement. The Kern County
22 Superior Court Case Number is S-1500-CV-273194-LHB.

23 f. LFJ, in association with co-counsel therein, represented the plaintiff in a
24 wage-and-hour class and PAGA representative action against a national wholesale distributor of
25 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
26 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
27 representative action settlement. The Sacramento County Superior Court Case Number is 34-
28

2012-00136285.

g. LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h. LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i. LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j. LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k. LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

1 l. LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a
5 class. On August 6, 2019, the court granted final approval of the class action settlement. The
6 Alameda County Superior Court Case Number is RG13680477.

7 m. LFJ represented the plaintiff in a PAGA representative action against a
8 real estate and property management company, on behalf of non-exempt employees. On
9 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
10 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n. LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
13 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o. LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p. LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
22 the employer’s motion to compel arbitration, which resulted in a published opinion by the
23 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
24 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
25 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
26 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
27 5046.
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1 q. LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company,
3 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
4 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r. LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s. LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company
13 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
14 class and PAGA representative action settlement. The Orange County Superior Court Case
15 Number is 30-2014-00747750-CU-OE-CXC.

16 t. LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u. LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement.
24 The Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v. LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
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1 The Alameda County Superior Court Case Number is RG15764300.

2 w. LFJ represented the plaintiff in a PAGA representative action, against the
3 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
4 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
5 Los Angeles County Superior Court Case Number is BC569664.

6 x. LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a manufacturer of plastic containers on behalf of non-exempt
8 employees. On October 31, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC577233.

11 y. LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
13 employees. On December 11, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC569646.

16 z. LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a property management company
18 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
19 approval of the class and PAGA representative action settlement. The Los Angeles County
20 Superior Court Case Number is JCCP4819, and the Judicial Council Coordination Proceeding
21 Number is 4819.

22 aa. LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a global provider of flexible office
24 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
25 representative action settlement. The Los Angeles County Superior Court Case Number is
26 BC498401.

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1 bb. LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
3 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
4 The Tulare County Superior Court Case Number is VCU264528.

5 cc. LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a behavioral health service provider on behalf of non-exempt
7 employees. On November 13, 2018, the court granted final approval of the class and PAGA
8 representative action settlement. The Alameda County Superior Court Case Number is
9 RG16811450.

10 dd. LFJ, in association with co-counsel therein, represented the plaintiff in a
11 PAGA representative action against a global provider of products and services to the energy
12 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
13 granted approval of the PAGA representative action settlement. The Kern County Superior Court
14 Case Number is S-1500-CV-280215-SDC.

15 ee. LFJ, in association with co-counsel therein, represents the plaintiff in a
16 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
17 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
18 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
19 Council Coordination Proceeding Number is 4886.

20 ff. LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
22 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
23 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
24 and the Judicial Council Coordination Proceeding Number is 4921.

25 gg. LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a national retailer of apparel and
27 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
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1 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
2 court granted final approval of the class and PAGA representative action settlement. The
3 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

4 hh. LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 ii. LFJ, in association with co-counsel therein, on behalf of the plaintiff and
10 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
11 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
12 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
13 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
14 approval of the PAGA representative action settlement. The San Diego County Superior Court
15 Case Number is 34-2015-00175330.

16 jj. LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a large national drug testing
18 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
19 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
20 granted final approval of the class and PAGA representative action settlement. The San Diego
21 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

22 kk. LFJ, in association with co-counsel therein, represents the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
24 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
25 court granted in part the plaintiff's motion for class certification and certified a class. The
26 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
27 Judicial Council Coordination Proceeding Number is 4930.
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1 ll. LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against manufacturer and supplier of power products and services on
3 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
4 motion for class certification and certified a class. On August 27, 2021, the court granted final
5 approval of the class action settlement. The San Diego County Superior Court Case Number is
6 37-2015-00025968-CU-OE-CTL.

7 mm. LFJ represents the plaintiff in a wage-and-hour class action against a
8 nutritional products manufacturer on behalf of non-exempt production line employees. On
9 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
10 certified a class. The Solano County Superior Court Case Number is FCS051001.

11 nn. LFJ represents the plaintiffs in a wage-and-hour class action against a
12 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
13 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
14 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.
15 The Los Angeles County Superior Court Case Number is BC707670.

16 8. On February 13, 2024, Plaintiffs Andre Castillo, Lucille Sims, Porcha Davis, and
17 Shelly Roberts' (collectively, "Plaintiffs") filed their Motion for Preliminary Approval of Class
18 Action Settlement ("Motion for Preliminary Approval") seeking approval of the settlement as set
19 forth in the Amended Class Action and PAGA Settlement Agreement ("Settlement," "Settlement
20 Agreement," or "Agreement") entered into by Plaintiffs and Defendant Trinity Service Group,
21 Inc. ("Defendant") (together, the "Parties").

22 9. On, March 15, 2024, the Court held a hearing on Plaintiffs' Motion for
23 Preliminary Approval ("March 15, 2024 Hearing") wherein the Court raised certain points of
24 inquiry regarding the Settlement and subsequently issued a minute order detailing the Court's
25 points of inquiry ("March 15, 2024 Minute Order"). A true and correct copy of the Court's
26 March 15, 2024 Minute Order is attached hereto as "**EXHIBIT 1.**"

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10. To address the Court’s points of inquiry raised at the March 15, 2024 Hearing and in the March 15, 2024 Minute Order, Plaintiffs’ Counsel submit this supplemental declaration in support of Plaintiffs’ Motion for Preliminary Approval.

FULLY EXECUTED SETTLEMENT AGREEMENT

11. At the March 15, 2024 Hearing, the Court requested Plaintiffs’ Counsel submit a fully executed copy of the Settlement Agreement.

12. A true and correct copy of the fully executed Settlement Agreement is now attached hereto as “**EXHIBIT 2.**”

REVISIONS TO THE CLASS NOTICE

13. At the March 15, 2024 Hearing, the Court requested that the Parties revise the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to include Lawyers *for* Justice, PC among the listed class counsel.

14. Based on the Court’s guidance, the Parties corrected the Class Notice to include Lawyers *for* Justice, PC as listed class counsel, a true and correct copy of which is attached as as “Exhibit A” to the Settlement Agreement. For the Court’s convenience, a redline version of the Class Notice showing how the Class Notice has been revised, is attached hereto as “**EXHIBIT 3.**”

SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE LWDA

15. At the March 15, 2024 Hearing, the Court inquired as to whether the Settlement Agreement had been submitted to the Labor Workforce and Development Agency (“LWDA.”) This declaration, along with the fully executed Settlement Agreement that is attached as an exhibit, is being submitted to the LWDA in conformity with California Labor Code section 2699(l)(2), concurrently with the filing of this declaration with the Court. The Court is referred to the attached Proof of Service, which confirms submission of this declaration and its exhibits (which includes, *inter alia*, the Settlement Agreement) to the LWDA.

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



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**DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

EXHIBIT 1



Superior Court of California
County of Kern
Bakersfield Department 17

Date: 03/15/2024

Time: 8:30 AM - 12:00 PM

JCCP5155

JUDICIAL COUNCIL COORDINATION PROCEEDINGS NO. 5155 TRINITY SERVICES WAGE AND HOUR CASES

Courtroom Staff

Honorable: Thomas S. Clark

Clerk: Linda K. Hall

Court reporter: . None

Bailiff: Deputy Sheriff

Interpreter:

Language of:

PARTIES:

Not Present:

LUCILLE SIMS ON BEHALF OF OTHER MEMBERS
OF THE GENERAL PUBLIC SIMILARLY SITUATED
Petitioner

AIWAZIAN, EDWIN Attorney

ROBERTS, SHELLY Petitioner

AIWAZIAN, EDWIN Attorney

SHELLY ROBERTS ON BEHALF OF OTHER
MEMBERS OF THE GENERAL PUBLIC SIMILARLY
SITUATED Petitioner

AIWAZIAN, EDWIN Attorney

SIMS, LUCILLE Petitioner

AIWAZIAN, EDWIN Attorney

TRINITY SERVICES GROUP, INC. Petitioner

CHENG, DAVID L. Attorney

ANDRE CASTILLO, INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS SIMILARLY SITUATED
Respondent

CAMPBELL, JESSICA LYNN Attorney

ANDRE CASTILLO, INDIVIDUALLY, ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED Respondent

LUCILLE SIMS, INDIVIDUALLY, AND ON BEHALF
OF OTHER MEMBERS OF THE GENERAL PUBLIC
SIMILARLY SITUATED Respondent

PORCHA DAVIS, INDIVIDUALLY, AND ON BEHALF
OF OTHER MEMBERS OF THE GENERAL PUBLIC
SIMILARLY SITUATED Respondent

SHELLY ROBERTS, INDIVIDUALLY, AND ON
BEHALF OF OTHER MEMBERS OF THE GENERAL
PUBLIC SIMILARLY SITUATED Respondent

TRINITY SERVICES GROUP, INC., AN UNKNOWN
BUSINESS ENTITY Respondent

CHENG, DAVID L. Attorney

CASTILLO, ANDRE Non-Party

HAQUE, KASHIF Attorney

CHAIR, JUDICIAL COUNCIL OF CALIFORNIA Non-
Party

DAVIS, PORCHA Intervenor

MAHER, TRAVIS J. Attorney

MINUTES
Page 1 of 4

ROBERTS, SHELLEY Intervenor
SIMS, LUCILLE Intervenor

MAHER, TRAVIS J. Attorney
MAHER, TRAVIS J. Attorney

NATURE OF PROCEEDINGS: MOTION (PRE-DISPOSITION) FOR PRELIMINARY APPROVAL

Hearing Start Time: 8:58 AM

The above-entitled cause came on regularly on this date and time with parties and/or counsel appearing as reflected.

Counsel Eric Kingsley appeared via audio/video communication on behalf of Plaintiff(s).

Counsel Jenny Choi appeared via audio/video communication on behalf of Respondent.

The Court makes the following findings and orders:

Plaintiff's Motion for Preliminary Approval continued to 03/29/2024, at 8:30 a.m., in Department 17.

Plaintiffs Andre Castillo, Lucille Sims, Porcha Davis, Shelly Roberts seeking preliminary approval of their class action and PAGA settlement, that motion is hereby continued to 03/29/2024, at 8:30 a.m. to allow Plaintiffs' counsel to supplement a fully executed settlement agreement that includes the signatures of Plaintiffs Sims, Davis and Roberts, to submit a revised class notice that includes Lawyers for Justice among the listed class counsel, and to submit evidence that this current settlement has been submitted to the LWDA. The court reserves the right to point out possible additional deficiencies that may prevent preliminary approval at the continued hearing.

Castillo Preliminary Approval is hereby dropped as moot and is superseded by the subsequent preliminary approval motion filed on 02/13/2024 by all the representative Plaintiffs - Castillo, Sims, Davis and Roberts.

Counsel Edwin Aiwasian to appear at next court date. May appear via court call and/or ZOOM.

Copy of clerk's minutes emailed to all counsel as stated on the attached declaration.

Minute order notice.

FUTURE HEARINGS:

March 29, 2024 8:30 AM Motion (Pre-Disposition)

Clark, Thomas S.

Bakersfield Department 17 located at 1415 Truxtun Avenue

Sheriff, Deputy

None, .

MINUTES FINALIZED BY: LINDA HALL

ON: MARCH 15, 2024

MINUTES
Page 2 of 4

JUDICIAL COUNCIL COORDINATION PROCEEDINGS NO. 5155 TRINITY SERVICES WAGE AND HOUR
CASES
JCCP5155

CERTIFICATE OF MAILING AND/OR EMAIL*****

The undersigned, of said Kern County, certify: That I am a Deputy Clerk of the Superior Court of the State of California, in and for the County of Kern, that I am a citizen of the United States, over 18 years of age, I reside in or am employed in the County of Kern, and not a party to the within action, that I served the ***Minutes dated March 15, 2024*** attached hereto on all interested parties and any respective counsel of record in the within action by depositing true copies thereof, enclosed in a sealed envelope(s) with postage fully prepaid and placed for collection and mailing on this date, following standard Court practices, in the United States mail at Bakersfield California addressed as indicated on the attached mailing list.

Date of Mailing: March 15, 2024

Place of Mailing: Bakersfield, CA

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

Tara Leal
CLERK OF THE SUPERIOR COURT

Date: March 15, 2024

By: Linda Hall
Linda Hall, Deputy Clerk

JUDICIAL COUNCIL COORDINATION PROCEEDINGS NO. 5155 TRINITY SERVICES WAGE AND HOUR
CASES
JCCP5155

MAILING LIST

EDWIN AIWAZIAN
LAWYERS FOR JUSTICE PC
410 W ARDEN AVE #203
GLENDALE CA 91203-4007
edwin@calljustice.com

eric@kingsleykingsley.com

jchoi@fordharrison.com

EXHIBIT 2

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Davis (collectively, “Plaintiffs”) and Defendant Trinity Services Group, Inc. (“Defendant” or “TSG”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiffs’ lawsuits alleging wage and hour violations against Trinity Services Group, Inc. which are included actions in *Trinity Services Wage and Hours Cases*, Judicial Council Coordination Proceeding No. 5155 which is pending in the Superior Court of the State of California, County of Kern (“JCCP Action”): (a) *ANDRE CASTILLO, individually and on behalf of all others similarly situated vs. TRINITY SERVICES GROUP, INC.; and DOES 1 through 20, inclusive*, Superior Court of the State of California, County of Kern Case No. BCV-19-101473 initiated on May 28, 2019 (“Castillo PAGA Action”); (b) *ANDRE CASTILLO, individually and on behalf of similarly situated members of the general public vs. TRINITY SERVICES GROUP, INC.; and DOES 1 through 20, inclusive*, Superior Court of the State of California, County of Kern Case No. BCV-19-102626 initiated on September 16, 2019 (“Castillo Class Action”); and (c) *LUCILLE SIMS, individually, and on behalf of other member of the general public similarly situated; SHELLY ROBERTS, individually, and on behalf of other members of the general public similarly situated; PORCHA DAVIS, individually, and on behalf of other members of the general public similarly situated, vs. TRINITY SERVICES GROUP, INC. and DOES 1 through 100, inclusive*, Case No. 20CECG00260 (“Sims Action”), which was previously filed in the Superior Court of the State of California, County of Fresno, and now pending through the JCCP Action in the Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means Phoenix Claims Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” or “Administrator Expenses Payment” mean the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who are employed or have been employed by Defendant in the state of California who worked one or more pay periods as a non-exempt employee since May 28, 2018 through the earlier of March 27, 2023 or the date of preliminary approval.

- 1.5. “Class” means all persons who are employed or have been employed by Defendant in the state of California who worked one or more pay periods as a non-exempt employee during the Class Period.
- 1.6. “Class Counsel” means Aegis Law Firm, PC, Kingsley & Kingsley, APC, and Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Castillo PAGA Action, Castillo Class Action, Sims Action, and the JCCP Action.
- 1.8. “Class Data” means information regarding Class Members that Defendant will compile from its available, existing, electronic records and provide to the Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member’s: (i) name; (ii) last-known mailing address; (iii) Social Security number; (iv) the number of Workweeks worked during the Class Period; and (v) the number of PAGA Pay Periods worked.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English (with a Spanish translation) in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from May 28, 2015 to March 27, 2023 or the date of preliminary approval, whichever is first.
- 1.13. “Class Settlement” means the settlement and resolution of the Released Class Claims.
- 1.14. “Class Representative” means Plaintiffs Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Roberts.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

- 1.16. “Court” means the Superior Court of California, County of Kern.
- 1.17. “Defendant” means named Defendant Trinity Services Group, Inc.
- 1.18. “Defense Counsel” means Ford & Harrison, LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” or “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.23. “Gross Settlement Amount” means \$1,300,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” or “PAGA Period Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from May 28, 2018 to March 27, 2023 or the date of preliminary approval, whichever is first.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff’s May 28, 2019 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.36. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.38. “Plaintiffs” means, collectively, Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Roberts, the named plaintiffs in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.43. “Released Parties” means: Defendant and each of its former and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be considered joint employers.
- 1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, or (b) fax, email, or mail his or her Objection to the Class Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendant for at least one day.

2. RECITALS.

- 2.1. On May 28, 2019, Plaintiff commenced a class action by filing a Complaint alleging causes of action against Defendant for violations of Labor Code §§ 201, 202, 203, 210, 226, 226.3, 226.7, 510, 512, 1194, 1198, Business & Professions Code § 17200, and Code of California Civil Procedure § 1021.5. On September 16, 2019, Plaintiff filed a Representative Action Complaint alleging causes of action against Defendant for penalties pursuant to Labor Code §§ 2698, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, and 1198. On December 30, 2021, the Judicial Council of California issued an order coordinating the Castillo PAGA Action and Castillo Class Action along with the Sims Action, a California wage and hour class action which was previously filed in the Superior Court of the State of California, County of Fresno, and had alleged causes of action against Defendant for violations of Labor Code §§ 201, 202, 204, 226, 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and for violations of California Business & Professions Code § 17200. The coordinated proceedings were subsequently entitled *Trinity Services Wage and Hour Cases*, JCCP No. 5115, and thereafter assigned to the Superior Court of California, County of Kern (the “JCCP Action”). Defendant

denies the allegations in the Castillo PAGA Action, Castillo Class Action, the Sims action, and the JCCP Action; denies any failure to comply with the laws identified in Castillo PAGA Action, Castillo Class Action, the Sims action, and the JCCP Action, and denies any and all liability for the causes of action alleged in the Castillo Class Action, Castillo PAGA Action, the Sims Action, and the JCCP Action.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On February 28, 2020, the Parties mediated this case unsuccessfully before mediator Tripper Ortman. On January 30, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret) which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal discovery, class contact information, time data, pay data, and relevant policy documents. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,300,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (defined below at Paragraph 3.2.4.1) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the funding date of the Gross Settlement Amount, as stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payments the Class Representatives are entitled to receive as Participating Class

Members, and any Individual PAGA Payment they may be entitled to receive). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will include the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their portion of the Class Representative Service Payment, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of this payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$433,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$37,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,750.00, the Administrator will include the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are

subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any these Individual Class Payments.

- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will include amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.
 - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any these PAGA Payments.
 - 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks. Based on a review of its records on January 26, 2023, Defendant estimates that the Class Members collectively worked a total of 58,332 Workweeks during the Class Period.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver, subject to the Stipulation and Protective Order entered in the JCCP Action, the Class Data to the Administrator. To protect Class Members' privacy rights, as a condition for the Administrator receiving the Class Data, the Administrator shall sign Exhibit A to the Stipulation and Protective Order, and shall

accordingly maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees, respectively, via First Class U.S. Mail, postage prepaid. The face of each check(s) shall prominently state the date (not less than 180 days after the date of mailing) when the check(s) will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check(s) the Administrator must re-mail check(s) to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed check(s) are returned as undelivered. The Administrator shall promptly

send replacement check(s) to any Class Member whose original check(s) were lost or misplaced, and requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

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

6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the end of Plaintiff's employment with Defendant, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendant or the remuneration for, or termination of, such employment ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 Release by Participating Class Members (“Released Class Claims”): All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action as alleged, or reasonably could have been alleged, in the Action, the *Sims* action and JCCP Action. The release shall include causes of action for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, for violations of California Business & Professions Code § 17200, and Code of Civil Procedure § 1021.5. Except as set forth in Paragraph 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Aggrieved Employees (“Released PAGA Claims”): All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on all causes of action as alleged in the Action, the *Sims* action and JCCP Action. The release shall include a release of all claims for PAGA penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 5 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed

declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. The Class Counsel Declaration shall confirm compliance with Labor Code section 2699(l).

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Prior to filing the Motion for Preliminary Approval, Plaintiffs shall also comply with Labor Code section 2699(l). Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators (“Phoenix”) to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' and Aggrieved Employees' releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are

Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks in Class Period and PAGA Pay Periods.

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

8.7 Objections to Class Settlement.

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

8.7.2 Participating Class Members may send written objections to the Class Settlement to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections to the Class Settlement at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Class Settlement Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest

to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks in the Class Period and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Workweek in the Class Period and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks in the Class Period and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The

Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of January 26, 2023, Class Members collectively worked a total of 58,332 Workweeks during the Class Period.

9.1 Increase in Workweeks in Class Period. Upon receipt of the Class Data, in the event that the actual number of Workweeks in the Class Period as of January 26, 2023 exceed this estimate by more than 10% the Administrator shall notify the Parties that of the number of Workweeks as of January 26, 2023 in the Class Data. To the extent the number of Workweeks in the Class Period increases by more than 10%, the Class Period shall be modified so that the actual number of Workweeks in the Class Period as of January 26, 2023 shall not exceed more than 10% of the estimate of 58,332 Workweeks.

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

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Compliance with Labor Code section 2699(l). Following entry of Judgment, Class Counsel shall comply with Labor Code section 2699(l). At a post-judgment hearing scheduled by the Court, Class Counsel shall submit a declaration to the Court confirming compliance with Labor Code section 2699(l).
- 11.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,

on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. JUDGEMENT AND AMENDED JUDGMENT.

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

12.2 If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

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

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in

response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Aegis Law Firm, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
fbekam@aegislawfirm.com

Kingsley & Kingsley, APC
Eric B. Kingsley
Liane Katzenstein Ly
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
liane@kingsleykingsley.com

To Defendant:

Ford & Harrison, LLP
David L. Cheng
Grace K. Kim
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
dcheng@fordharrison.com
gkim@fordharrison.com

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

DATED: February 8, 2024

By: 
Andre Castillo

DATED: February 8, 2024

By: _____
Lucille Sims

DATED: February 8, 2024

By: _____
Porcha Davis

DATED: February 8, 2024

By: _____
Shelly Roberts

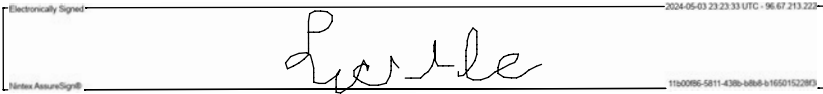
DATED: February 8, 2024

By: _____
Defendant TRINITY SERVICES GROUP, INC.

DATED: February 8, 2024

By: _____
Andre Castillo

DATED: May 3, 2024

By:  _____
Lucille Sims

DATED: March 27, 2024

By: _____
Porcha Davis

DATED: March 27, 2024

By: _____
Shelly Roberts

DATED: February 8, 2024

By: _____
Defendant TRINITY SERVICES GROUP, INC.

DATED: February 8, 2024

By: _____
Andre Castillo

DATED: March 27, 2024

By: _____
Lucille Sims

DATED: March 27, 2024

By:

Electronically Signed	2024-03-28 21:37:26 UTC - 73.116.255.158
<i>Porcha Davis</i>	
Wintex AssureSign	610f5a02-855d-47e7-b4b8-b1420175d044

Porcha Davis

DATED: March 27, 2024

By: _____
Shelly Roberts

DATED: February 8, 2024

By: _____
Defendant TRINITY SERVICES GROUP, INC.

DATED: February 8, 2024

By: _____
Andre Castillo

DATED: March 27, 2024

By: _____
Lucille Sims

DATED: March 27, 2024

By: _____
Porcha Davis

3/27/2024

DATED: March 27, 2024

By:  _____
Shelly Roberts

Electronically Signed 2024-03-27 22:19:21 UTC - 73.2.58.154
Hinter Assume Sign® 90546371266b-4059-9302-b140016ce01a

DATED: February 8, 2024

By: _____
Defendant TRINITY SERVICES GROUP, INC.

DATED: February 8, 2024

By: _____
Andre Castillo

DATED: February 8, 2024

By: _____
Lucille Sims

DATED: February 8, 2024

By: _____
Porcha Davis

DATED: February 8, 2024

By: _____
Shelly Roberts

DATED: February 8, 2024

By: AS72
Defendant TRINITY SERVICES GROUP, INC.

DATED: February 8, 2024

AEGIS LAW FIRM, PC

By: 

Fawn Bekam
Attorneys for Plaintiff ANDRE CASTILLO

DATED: February 8, 2024

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly
Attorneys for Plaintiff ANDRE CASTILLO

DATED: February 8, 2024

LAWYERS FOR JUSTICE, PC

By: _____
Travis Maher
Attorneys for Plaintiffs Lucille Sims, Porcha Davis,
and Shelly Roberts

DATED: February 8, 2024

FORD & HARRISON, LLP

By: _____
David L. Cheng
Grace K. Kim
Attorneys for Defendant TRINITY SERVICES
GROUP, INC.

DATED: February 8, 2024

AEGIS LAW FIRM, PC

By: _____
Fawn Bekam
Attorneys for Plaintiff ANDRE CASTILLO

DATED: February 8, 2024

KINGSLEY & KINGSLEY, APC

By: _____
Liane Katzenstein Ly
Attorneys for Plaintiff ANDRE CASTILLO

DATED: February 8, 2024

LAWYERS FOR JUSTICE, PC

By:  _____
~~Travis Maher~~ Brian J. St. John
Attorneys for Plaintiffs Lucille Sims, Porcha Davis,
and Shelly Roberts

DATED: February 8, 2024

FORD & HARRISON, LLP

By: _____
David L. Cheng
Grace K. Kim
Attorneys for Defendant TRINITY SERVICES
GROUP, INC.

DATED: February 8, 2024

AEGIS LAW FIRM, PC

By: _____
Fawn Bekam
Attorneys for Plaintiff ANDRE CASTILLO

DATED: February 8, 2024

KINGSLEY & KINGSLEY, APC

By: _____
Liane Katzenstein Ly
Attorneys for Plaintiff ANDRE CASTILLO

DATED: February 8, 2024

LAWYERS FOR JUSTICE, PC

By: _____
Travis Maher
Attorneys for Plaintiffs Lucille Sims, Porcha Davis,
and Shelly Roberts

DATED: February 8, 2024

FORD & HARRISON, LLP

By:  _____
David L. Cheng
Grace K. Kim
Attorneys for Defendant TRINITY SERVICES
GROUP, INC.

EXHIBIT A

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

Trinity Services Wage and Hour Cases, Case No. JCCP 5155

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Trinity Services Group, Inc. (abbreviate name; “Trinity” or “Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Trinity Services Group, Inc. employees Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Roberts (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Trinity Services Group, Inc. during the Class Period (May 28, 2015 to [date]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Trinity Services Group, Inc. during the PAGA Period ([May 28, 2018] to [date]) (“Aggrieved Employees”).

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

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

The above estimates are based on Trinity’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

Trinity Services Group, Inc. will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Trinity Services Group, Inc. employee. The Action accuses Trinity of violating California labor laws by failing to pay overtime wages, provide meal periods, permit rest breaks, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Aegis Law Firm, PC and Kingsley & Kingsley, APC ("Class Counsel.")

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

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

So far, the Court has made no determination whether Trinity or Plaintiff is correct on the merits. In the meantime, Plaintiff and Trinity hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Trinity Services Group, Inc. have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Trinity Services Group, Inc. does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Trinity has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Trinity Will Pay \$1,300,000 as the Gross Settlement Amount (Gross Settlement). Trinity has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Trinity will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$433,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$37,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for each Plaintiff for filing the Action (totaling up to \$40,000), working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$[amount] to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Trinity are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Trinity will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Trinity have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name [and will irrevocably be lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”). You should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Trinity.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a

Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Trinity have agreed that, in either case, the Settlement will be void: Trinity will not pay any money and Class Members will not release any claims against Trinity.

8. Administrator. The Court has appointed a neutral company, Phoenix Claims Consulting (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Trinity has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Trinity or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay overtime wages, provide meal periods or premium payments in lieu thereof, permit rest breaks or provide premium payments in lieu thereof, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.ⁱ

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

The Aggrieved Employees' releases are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay overtime wages, provide meal periods or provide premium payments in lieu thereof, permit rest breaks or provide premium payments in lieu thereof, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Trinity's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Andre Castillo v. Trinity Services Group, Inc.", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Trinity are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**

objections to the Administrator is [date]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action “Andre Castillo v. Trinity Services Group, Inc.” and include your name, current address, telephone number, and approximate dates of employment for Trinity and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [date] at [time] in Department [17] of the Kern County Superior Court, located at 1215 Truxtun Ave., Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website <https://www.kern.courts.ca.gov/online-services/case-information-search> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Trinity and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Kern County Superior Court’s website at <https://www.kern.courts.ca.gov/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-19-101473 for the Class Action, and BCV-19-102626 for the PAGA Action.

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

Class Counsel:

AEGIS LAW FIRM, PC
Fawn F. Bekam
fbekam@aegislawfirm.com
Tel: (949) 379-6250

KINGSLEY & KINGSLEY, APC
Liane Katzenstein Ly
liane@kingsleykingsley.com
Tel: (818) 990-8300

LAWYERS *for* JUSTICE, PC
Arby Aiwarzian
arby@calljustice.com
Joanna Ghosh
joanna@calljustice.com
Brian J. St. John
brian@calljustice.com
Tel: (818) 265-1020

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

WSACTIVE LLP:13832659.1

EXHIBIT 3

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

Trinity Services Wage and Hour Cases, Case No. JCCP 5155

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Trinity Services Group, Inc. (abbreviate name; “Trinity” or “Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Trinity Services Group, Inc. employees Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Roberts (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Trinity Services Group, Inc. during the Class Period (May 28, 2015 to [date]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Trinity Services Group, Inc. during the PAGA Period ([May 28, 2018] to [date]) (“Aggrieved Employees”).

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

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

The above estimates are based on Trinity’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

Trinity Services Group, Inc. will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Trinity Services Group, Inc. employee. The Action accuses Trinity of violating California labor laws by failing to pay overtime wages, provide meal periods, permit rest breaks, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Aegis Law Firm, PC and Kingsley & Kingsley, APC ("Class Counsel.")

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

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So far, the Court has made no determination whether Trinity or Plaintiff is correct on the merits. In the meantime, Plaintiff and Trinity hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Trinity Services Group, Inc. have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Trinity Services Group, Inc. does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Trinity has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Trinity Will Pay \$1,300,000 as the Gross Settlement Amount (Gross Settlement). Trinity has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Trinity will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$433,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$37,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for each Plaintiff for filing the Action (totaling up to \$40,000), working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$[amount] to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Trinity are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Trinity will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Trinity have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name [and will irrevocably be lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”). You should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Trinity.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a

Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Trinity have agreed that, in either case, the Settlement will be void: Trinity will not pay any money and Class Members will not release any claims against Trinity.

8. Administrator. The Court has appointed a neutral company, Phoenix Claims Consulting (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Trinity has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Trinity or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay overtime wages, provide meal periods or premium payments in lieu thereof, permit rest breaks or provide premium payments in lieu thereof, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.ⁱ

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

The Aggrieved Employees' releases are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay overtime wages, provide meal periods or provide premium payments in lieu thereof, permit rest breaks or provide premium payments in lieu thereof, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Trinity's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Andre Castillo v. Trinity Services Group, Inc.", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Trinity are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**

objections to the Administrator is [date]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action “Andre Castillo v. Trinity Services Group, Inc.” and include your name, current address, telephone number, and approximate dates of employment for Trinity and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [date] at [time] in Department [17] of the Kern County Superior Court, located at 1215 Truxtun Ave., Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website <https://www.kern.courts.ca.gov/online-services/case-information-search> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Trinity and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Kern County Superior Court’s website at <https://www.kern.courts.ca.gov/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-19-101473 for the Class Action, and BCV-19-102626 for the PAGA Action.

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

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Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

WSACTIVE LLP:13832659.1

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On May 8, 2024, I served the foregoing document(s) described as: **DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on interested parties in this action by Electronic Service as follows:

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Attn: Appellate Court Services
(Civil Case Coordination)
455 Golden Gate Avenue, 5th Floor
San Francisco, California 94102-3688
Email: coordination@jud.ca.gov, donna.newman@jud.ca.gov

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1 **[X] BY E-MAIL**

2 The above-referenced document was transmitted to the person(s) at the email
3 addresses listed herein at their most recent known e-mail address or e-mail of
4 record in this action. I did not receive, within reasonable time after the transmission,
5 any electronic message or other indication that the transmission was unsuccessful.

6 State of California, Labor & Workforce Development Agency

7 Web URL:

8 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

9 **[X] BY ONLINE SUBMISSION**

10 The foregoing documents were transmitted to the California Labor and Workforce
11 Development Agency through the online system established for the submission of notices
12 and documents, in conformity with California Labor Code section 2699(l). I did not
13 receive, within a reasonable time after the transmission, any electronic message or other
14 indication that the transmission was unsuccessful.

15 **[X] STATE**

16 I declare under penalty of perjury under the laws of the State of California that the above
17 is true and correct.

18 Executed on May 8, 2024, at Glendale, California.

19 

20 Isabel Yang