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*Attorneys for Plaintiff*  
JEFFERY JOHNSON

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

JEFFERY JOHNSON individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

TECNICO CORPORATION, an unknown  
business entity; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 37-2022-00021970-CU-OE-CTL

*Assigned for all purposes to:*  
*Hon. Robert Longstreth, Dept. C-65*

**NOTICE OF ENTRY OF FINAL  
ORDER AND JUDGMENT  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Complaint Filed: June 8, 2022  
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 1, 2025, the Honorable Robert Longstreth, in  
3 Department C-65 of the above-entitled Court, located at 330 W. Broadway, San Diego, CA  
4 92101, executed the Final Order and Judgment granting Plaintiff's Motion for Final Approval of  
5 Class Action and PAGA Settlement.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment  
7 granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement which was  
8 executed and filed on April 1, 2025.

9  
10 Dated: April 23, 2025

**PROTECTION LAW GROUP, LLP**

11  
12 By:



13 \_\_\_\_\_  
14 Ryan T. Chuman, Esq.  
15 Arnel O. Tan, Esq.  
16 Joseph O. Marshall, Esq.  
17 Christine V. Reyes, Esq.  
18 *Attorneys for Plaintiff*

# **Exhibit A**

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

4/1/2025 3:07:10 PM

Clerk of the Superior Court  
By J. Siharath ,Deputy Clerk

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*Attorneys for Plaintiff*

JEFFERY JOHNSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

JEFFERY JOHNSON individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

TECNICO CORPORATION, an unknown  
business entity; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 37-2022-00021970-CU-OE-CTL

*Assigned for all purposes to:*

*Hon. Robert Longstreth, Dept.C-65*

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

Hearing Date: February 28, 2025

Hearing Time: 8:30 a.m.

Department: C-65

Complaint Filed: June 8, 2022

Trial Date: Not Set



1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court  
3 on February 28, 2025, for a hearing and Final Order Approving Class Action and PAGA  
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order  
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA  
6 Settlement (“Settlement Agreement” or “Agreement”), and due and adequate notice having been  
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having  
8 considered all papers filed and proceedings had herein and otherwise being fully informed and  
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**  
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Jeffery Johnson’s (“Plaintiff”) Motion for Final  
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement. A  
14 true and correct copy of the Settlement Agreement is attached to this Final Order and Judgment as  
15 **Exhibit 1.**

16 3. Consistent with the definitions provided in the Settlement Agreement, the term  
17 “Class” and “Class Members” shall mean the following: “all current and former hourly-paid, non-  
18 exempt employees of Defendant Tecnico Corporation, who were employed by Defendant Tecnico  
19 Corporation in the State of California at any time between June 8, 2018, and November 20, 2023.”  
20 The term “Participating Class Member” includes all Class Members who did not submit a timely  
21 and valid Request for Exclusion as provided in the Agreement.

22 4. Consistent with the definitions provided in the Settlement Agreement, the term  
23 “PAGA Members” shall mean the following: “all current and former hourly-paid, non-exempt  
24 employees of Defendant Tecnico Corporation, who were employed by Defendant Tecnico  
25 Corporation in the State of California at any time between June 8, 2021, and November 20, 2023.”

26 5. This Court has jurisdiction over the subject matter of this Action and over all Parties  
27 to this Action, including all Class Members and PAGA Members.

28 6. Distribution of the Class Notice directed to the Class Members as set forth in the

1 Agreement and the other matters set forth therein has been completed in conformity with the  
2 Preliminary Approval Order, including individual notice to all Class Members who could be  
3 identified through reasonable effort, and the best notice practicable under the circumstances. The  
4 Class Notice provided due and adequate notice of the proceedings and of the matters set forth  
5 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to  
6 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class  
7 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included  
8 within the Settlement and this Final Order.

9 7. The Court hereby finds the Settlement was entered into in good faith, pursuant to *Rel*  
10 ~~and within the meaning of California Code of Civil Procedure section 877.6.~~ The Court further  
11 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the  
12 standards and applicable requirements for final approval of this class action settlement under  
13 California law, ~~including the provisions of California Code of Civil Procedure section 382 and~~  
14 ~~Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*~~ *Rel*  
15 ~~*Superior Court*, 4 Cal.3d 800, 821 (1971).~~

16 8. The Court hereby confirms Protection Law Group, LLP and Lawyers for Justice,  
17 P.C. as Class Counsel.

18 9. The Court hereby approves the Settlement set forth in the Agreement and finds that  
19 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate  
20 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
21 result of ~~intensive, serious and~~ *sufficient* non-collusive arms-length negotiations. The Court further finds that  
22 the Parties have conducted ~~extensive~~ investigation and research, and counsel for the Parties are  
23 able to reasonably evaluate their respective positions. ~~The Court also finds that Settlement at this~~  
24 ~~time will avoid additional substantial costs, as well as avoid the delay and risks that would be~~  
25 ~~presented by the further prosecution of the Action.~~ The Court has reviewed the benefits that are  
26 being granted as part of the Settlement and recognizes the significant value to the Class Members.  
27 The Court also finds that the Class is properly certified as a class for settlement purposes only.

28 10. Upon the complete funding of the Gross Settlement Amount and all applicable



1 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall  
2 fully release and discharge Defendant Tecnico Corporation., and its past, present and/or future  
3 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,  
4 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,  
5 divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and  
6 all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably  
7 could have been alleged, based on the facts asserted in the operative complaint in the Action, and  
8 that arose during the Class Period, including, but not limited to, state wage and hour claims for  
9 any and all violations of California’s Labor Code and Unfair Competition Law based on: (i) failure  
10 to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal  
11 periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu  
12 thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete,  
13 accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation;  
14 (vii) failure to timely pay wages during employment; (viii) unfair business practices; and (ix)  
15 failure to maintain required payroll records. The Class Members who cash their Settlement Checks  
16 further acknowledge they are releasing any claims they have against Defendant under the Fair  
17 Labor Standards Act (“FLSA”).

18 11. Upon the complete funding of the Gross Settlement Amount and all applicable  
19 employer-side payroll taxes by Defendant, the California Labor and Workforce Development  
20 Agency and the State of California, through Plaintiff as its agent and/or proxy, shall release and  
21 discharge the Released Parties from the Released PAGA Claims as set forth in the Settlement  
22 Agreement. This release shall be binding on all PAGA Members.

23 12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiff  
24 Jeffery Johnson—on behalf of himself only—shall fully release the Released Parties from any and  
25 all Released Class Claims and Released PAGA Claims and also generally release and discharge  
26 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or  
27 liabilities of any kind which have been or could have been asserted against the Released Parties  
28 arising out of or relating to his employment by Defendant or termination thereof, including but not

1 limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,  
2 harassment or wrongful termination of employment. This release specifically includes any and all  
3 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,  
4 and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any  
5 way connected with the matters referred to herein, whether or not known or suspected to exist, and  
6 whether or not specifically or particularly described herein. Specifically, Plaintiff Jeffery Johnson,  
7 waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

14          This release specifically excludes claims for unemployment insurance, disability, social  
15          security, and workers compensation (with the exception of claims arising pursuant to California  
16          Labor Code Section 132(a) and 4553).

17          13.     No Class Member, requested to be excluded from the terms of the Settlement. The  
18          last date to timely submit a request for exclusion was November 7, 2024. Accordingly, all 130  
19          Participating Class Members are included and bound by this Order and Judgment..

20          14.     The Court also hereby finds that there were no written objections to the Settlement.  
21          The last day to submit a written objection to the settlement was November 7, 2024. The Court also  
22          notes there were no objections made at the hearing on Final Approval of the Settlement.

23          15.     The Court finds the settlement payments provided for under the Agreement to be  
24          fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,  
25          the Court orders Defendant Tecnico Corporation to fund and deposit the Gross Settlement  
26          Amount in the amount of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00)  
27          and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be  
28          established by the Settlement Administrator within fourteen (14) calendar days of the Effective  
29          Date, to provide payments for (a) the Individual Settlement Payments of Class and PAGA  
30          Members; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class



1 Representative Enhancement Payment to Plaintiff; (d) Class Counsel's Fees and Costs and (e)  
2 Settlement Administration Costs. The calculations and the payments shall be made administered  
3 in accordance with the terms of the Settlement Agreement.

4 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument  
5 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount  
6 of \$255,000.00 (30% of the Gross Settlement Amount) and litigation costs in the amount of  
7 \$15,811.33 from the Gross Settlement Amount as final payment for and complete satisfaction of  
8 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other  
9 person or entity related to the Action. The Court further orders that the award of attorneys' fees  
10 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement  
11 Agreement.

12 17. The Court hereby approves and orders a Class Representative Enhancement  
13 Payment of \$5,000.00 to Plaintiff Jeffery Johnson from the Gross Settlement Amount in  
14 accordance with the terms of the Settlement Agreement.

15 18. The Court approves and orders the payment in the amount of \$30,000.00 (75% of  
16 \$40,000) from the Gross Settlement Amount to the LWDA for penalties arising under the Private  
17 Attorneys General Act of 2004 (PAGA). The remaining \$10,000.00 (25% of \$40,000) shall be  
18 distributed to the PAGA Members as set forth in the Settlement Agreement.

19 19. The Court also hereby approves and orders payment from the Gross Settlement  
20 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
21 ILYM Group, Inc., in the amount of \$5,000.00 as set forth in the Settlement Agreement.

22 20. The Court hereby approves and orders payment of individual settlement payments  
23 from the Net Settlement Amount to the Participating Class Members as set forth in the Settlement  
24 Agreement.

25 21. The Court also hereby approves and orders that any checks distributed from the  
26 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar  
27 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
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1 California State Controller's Office and held in trust for such Class Members pursuant to  
2 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

3 22. Provided the Settlement becomes effective under the terms of the Agreement, the  
4 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
5 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Settlement  
6 Agreement.

7 23. Neither the Settlement nor any of the terms set forth in the Agreement is an  
8 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of  
9 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other  
10 Released Parties. In entering into the Settlement Agreement, Defendants do not admit, and  
11 specifically deny they have violated any federal, state, or local law; violated any regulations or  
12 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal  
13 requirements; breached any contract; violated or breached any duty; engaged in any  
14 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its  
15 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,  
16 nor any of the negotiations connected with it, shall be construed as an admission or concession by  
17 Defendants of any such violations or failure to comply with any applicable law. Except as  
18 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement  
19 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
20 or proceeding to establish any liability or admission on the part of Defendants or to establish the  
21 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
22 local or other applicable law.

23 23, 24. Without affecting the finality of this Judgment, the Court shall retain continuing  
24 jurisdiction over this action and the parties, including all Class Members, and over all matters  
25 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
26 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
27 as provided to the contrary herein, any disputes or controversies arising with or with respect to the  
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1 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court  
2 for resolution.

3 24. 25. Notice of this Judgment shall be provided by posting the Judgment to the  
4 Settlement Administrator's website located at www.ilymgroup.com. ILYM Group, Inc. shall post  
5 this Judgment on its website for a period of no less than 180 days.

6 25. 26. Pursuant to PAGA, the LWDA has been given notice of the settlement. Pursuant to  
7 PAGA, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of  
8 the Settlement Agreement. The Court finds and determines that the notice of the settlement  
9 complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal notice of  
10 Entry of Judgment including notice to the LWDA.

11 26. 27. A Final Report Hearing for a final accounting regarding the status of settlement  
12 administration is set for October 17, 2025, at 8:30 a.m. in Department C-65. Class Counsel shall submit a  
13 final report on the disbursement of the settlement payments on or before October 3, 2025.

14 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

15 DATED: 4/1/25  
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18 HON. ROBERT LONGSTRETH  
19 JUDGE OF THE SUPERIOR COURT  
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# EXHIBIT 1



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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SAN DIEGO**  
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14 JEFFERY JOHNSON, individually and on  
15 behalf of others similarly situated, and as a  
private attorney general,

16 Plaintiff,

17 vs.

18 TECNICO CORPORATION, a California  
19 corporation; and DOES 1 through 50,  
20 inclusive,

21 Defendants.  
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Case No. 30-2022-00021970

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

Filed date: June 8, 2022

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Jeffery Johnson, individually and on behalf of the Settlement Class and Defendant Tecnico Corporation.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. "Class Counsel" means Protection Law Group, LLP and Lawyers *for* Justice, P.C.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA Period; and (8) any other information requested by the Settlement Administrator in order to effectuate the terms of the Settlement.

1           6.       “Class” or “Class Members” means all current and former hourly-paid, non-exempt  
2 employees of Defendant who were employed by Defendant in the State of California at any time  
3 during the Class Period.

4           7.       “Class Period” means the period from June 8, 2018, through November 20, 2023.

5           8.       “Class Representative” means Jeffrey Johnson in his capacity as representative of  
6 the Participating Class Members.

7           9.       “Class Representative Enhancement Payment” means the amount that the Court  
8 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition  
9 of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange  
10 for the General Release of their claims as provided herein.

11          10.       “Court” means the Superior Court of the State of California for the County of San  
12 Diego.

13          11.       “Defendant” means Tecnico Corporation.

14          12.       “Effective Date” means: the later of: (a) if no timely objections are filed or if all  
15 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection  
16 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any  
17 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that  
18 does not alter the terms of the settlement

19          13.       “Final Approval” means the Court entering an order granting final approval of the  
20 Settlement Agreement.

21          14.       “Gross Settlement Amount” means the sum of Eight Hundred and Fifty Thousand  
22 Dollars (\$850,000). The Gross Settlement Amount is non-reversionary; no portion of the Gross  
23 Settlement Amount will return to Defendant.

24          15.       “Individual Settlement Payment” means the amount payable from the Net  
25 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
26 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
27 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
28 and/or PAGA Members.



1           16.     “Net Settlement Amount” means the funds available for payments to the Class,  
2     which shall be amount remaining after the following amounts are deducted from the Gross  
3     Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement  
4     Administration Costs, (4) Class Representative Enhancement Payments to Plaintiff; and (5) the  
5     PAGA Payment to the LWDA and PAGA Members.

6           17.     “Notice” means the Notice of Class Action Settlement in a form substantially  
7     similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known  
8     addresses and which will provide Class Members with information regarding the Action and  
9     information regarding the settlement of the Action.

10          18.     “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
11     (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

12          19.     “PAGA Payment” means the amount that the Parties have agreed to allocate in  
13     order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
14     2698, *et seq.*) (“PAGA”). The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of the  
15     Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Seventy  
16     Five Percent (75%) of this amount (\$30,000.00) will be paid to the California Labor and Workforce  
17     Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%)  
18     of this amount (\$10,000.00), will be distributed to PAGA Members. PAGA Members will receive  
19     payment from the employee portion of the PAGA Payment regardless of their decision to  
20     participate in the class action if the PAGA Payment is approved by the Court.

21          20.     “PAGA Period” means the period from June 8, 2021, through November 20, 2023.

22          21.     “PAGA Members” means all current and former hourly-paid non-exempt  
23     employees of Defendant who were employed by Defendant in the state of California at any time  
24     during the PAGA Period.

25          22.     “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
26     Plaintiff or Defendant, individually.

27          23.     “Participating Class Members” means all Class Members who do not submit valid  
28     and timely Requests for Exclusion.



1           24.     “Plaintiff” means Jeffrey Johnson.

2           25.     “Preliminary Approval” means the Court order granting preliminary approval of  
3 the Settlement Agreement.

4           26.     “Objection” means a Participating Class Member’s valid and timely written  
5 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the  
6 objector’s full name, address, telephone number, last four digits of the employee’s social security  
7 number or employee ID number and (b) the name of the case and case number; and (c) a written  
8 statement of all grounds for the objection accompanied by legal support, if any, for such objection.

9           27.     “Released Class Claims” means claims, rights, demands, liabilities and causes of  
10 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in  
11 the operative complaint in the Action, and that arose during the Class Period, including, but not  
12 limited to, state wage and house claims for any and all violations of California’s Labor Code and  
13 Unfair Competition Law based on: (i) failure to pay all regular wages, minimum wages and  
14 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)  
15 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary  
16 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay  
17 wages timely at time of termination or resignation; (vii) failure to timely pay wages during  
18 employment ; (viii) unfair business practices; and (ix) failure to maintain required payroll records.  
19 The Class Members who cash their Settlement Checks further acknowledge they are releasing any  
20 claims they have against Defendant under the Fair Labor Standards Act (“FLSA”).

21           28.     “Released PAGA Claims” means all claims for civil penalties under the California  
22 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts  
23 alleged both in the PAGA Notice provided to the LWDA and in the operative complaint, and that  
24 arose during the PAGA Period, including but not limited to penalties that could have been awarded  
25 pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

26           29.     “Released Parties” means Tecnico Corporation and its past, present and/or future  
27 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,  
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1 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,  
2 divisions, predecessors, successors, assigns, and joint venturers.

3 30. "Request for Exclusion" means a valid and timely written statement submitted by  
4 a Class Member requesting to be excluded from the Action. To be effective, the Request for  
5 Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four  
6 digits of the Class Member's Social Security number and/or the Employee ID number and (b) a  
7 clear statement requesting to be excluded from the settlement of the class claims. To be effective,  
8 the Request for Exclusion must be post-marked by the Response Deadline and received by the  
9 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of  
10 claims arising under the Private Attorneys General Act.

11 31. "Response Deadline" means the date forty-five (45) days after the Settlement  
12 Administrator mails Notice to Class Members and the last date on which Class Members may  
13 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the  
14 event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended  
15 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for  
16 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days  
17 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th  
18 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended  
19 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be  
20 extended by express agreement between Class Counsel and Defendant. Under no circumstances,  
21 however, will the Settlement Administrator have the authority to unilaterally extend the Response  
22 Deadline.

23 32. "Settlement" means the disposition of the Action pursuant to this Agreement.

24 33. "Settlement Administrator" means ILYM Group, Inc.

25 34. "Settlement Administration Costs" mean the costs payable from the Gross  
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
27 but not limited to, printing, distributing, and tracking documents for this Settlement,  
28 calculating/confirming the class member Workweeks from the information contained in the Class



1 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,  
2 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other  
3 duties and responsibilities set forth herein to process this Settlement, and as requested by the  
4 Parties. Settlement Administration Costs shall not exceed Five Thousand Dollars (\$5,000.00)

5 35. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and  
6 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

#### 7 **TERMS OF AGREEMENT**

8 36. Submission of PAGA Notice and Filing of Amended Complaint: On November 3,  
9 2023, Plaintiff provided written notice to the California Labor and Workforce Development  
10 Agency (the "LWDA") notifying the LWDA of his intent to seek PAGA Penalties on behalf of the  
11 state. The LWDA did not provide a response within sixty-five (65) days of Plaintiff's submission.  
12 Following expiration of the statutory waiting period on January 17, 2024, the Parties filed a  
13 stipulation and order to permit the filing of an amended complaint that shall add a cause of action  
14 under California Labor Code §2699 et. seq (PAGA). The Court granted the Order on January 18,  
15 2024. Plaintiff filed a First Amended Class and Representative Action Complaint on January 18,  
16 2024 alleging causes of action for (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid  
17 Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period  
18 Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4)  
19 Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5)  
20 Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation  
21 of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of  
22 California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California  
23 Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California  
24 Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California  
25 Business & Professions Code §§ 17200, et seq. (11) Violation of Cal. Labor Code § 2699, (Private  
26 Attorneys General Act).

27 37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and  
28 all applicable employer-side payroll taxes following Final Approval by the Court and the

1 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:  
2 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,  
3 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as  
4 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement  
5 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant  
6 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement  
7 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

8 38. Potential Increase to the Gross Settlement Amount: Defendant has represented  
9 there are approximately 16,878 Workweeks between June 8, 2018, and September 8, 2023. Should  
10 the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e.  
11 by more than 1,687 Workweeks) Defendant shall increase the Gross Settlement Amount on a *pro-*  
12 *rata* basis equal to the percentage increase in the number of Workweeks worked by the Class  
13 Members above 10%. For example, if the number of Workweeks increases by 11% to 165,503  
14 Workweeks, the Gross Settlement Amount will increase by 1%.

15 39. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of  
16 the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all  
17 applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established  
18 by the Settlement Administrator. Defendant shall provide all information necessary for the  
19 Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit  
20 state unemployment insurance tax ID number, and other information requested by the Settlement  
21 Administrator, no later than seven (7) calendar days of the Effective Date.

22 40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days  
23 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
24 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development  
25 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs  
26 and (e) Settlement Administration Costs. The back of each Settlement check mailed to  
27 Participating Class Members shall state: "By endorsing this check, I acknowledge that I read,  
28



understood, and agree to the terms set forth in the Notice of Class Action Settlement and elect to participate in the settlement of any potential FLSA claims covered by the Agreement.

41. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than Two Hundred and Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty Three Cents (\$283,333.33) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for Class Representative Enhancement Payment of Ten Thousand Dollars (\$10,000) for Plaintiff. The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Five Thousand Dollars (\$5,000.00).

44. PAGA Payment: Fifty Thousand Dollars (\$40,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars (\$30,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Ten Thousand Dollars (\$10,000), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA

Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

|                                        |           |                   |
|----------------------------------------|-----------|-------------------|
| Gross Settlement Amount                | \$        | 850,000.00        |
| Enhancement Payment:                   | \$        | 10,000.00         |
| Class Counsel's Fees:                  | \$        | 283,333.33        |
| Class Counsel's Costs:                 | \$        | 25,000.00         |
| PAGA Payment                           | \$        | 40,000.00         |
| Settlement Administration Costs:       | \$        | 5,000.00          |
| <b>Estimated Net Settlement Amount</b> | <b>\$</b> | <b>486,666.67</b> |

46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:  
The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:  
The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The

1 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all  
2 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
3 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
4 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this  
5 portion of their Individual Settlement Payment regardless of whether they opt out of the  
6 participation regarding the class claims.

7 c) Allocation of Individual Settlement Payments: The Class Portion of  
8 each Individual Settlement Payments will be allocated as follows: ten percent (10%) of each  
9 Individual Settlement Payment will be allocated as wages, forty-five percent (45%) shall be  
10 allocated as interest, and forty-five percent (45%) shall be allocated as penalties. The PAGA Portion  
11 of each Individual Settlement Payment will be allocated 100% as Penalties. The portion of the  
12 Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator  
13 on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099  
14 by the Settlement Administrator.

15  
16 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
17 Participating Class Members under this Settlement, as well as any other payments made pursuant  
18 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
19 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
20 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and  
21 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not  
22 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
23 any benefit plans.

24 48. Settlement Administration Process: The Parties agree to cooperate in the  
25 administration of the Settlement and to make all reasonable efforts to control and minimize the  
26 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will  
27 provide the following services:

28 a) Establish and maintain a Qualified Settlement Fund.



- 1           b) Calculate the Individual Settlement Payment each Participating Class  
2           Member is eligible to receive and the portion of the PAGA Payment each  
3           PAGA Member shall receive.
- 4           c) Print and mail the Notice.
- 5           d) Conduct additional address searches for mailed Notices that are returned as  
6           undeliverable.
- 7           e) Process Requests for Exclusion, field inquiries from Class Members,
- 8           f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and  
9           1099 Tax Forms and any other filings required by any governmental taxing  
10          authority.
- 11          g) Provide declarations and/or other information to this Court as requested by  
12          the Parties and/or the Court regarding the settlement administration process.
- 13          h) Provide weekly status reports to counsel for the Parties.
- 14          i) Posting a notice of final judgment online at Settlement Administrator's  
15          website.
- 16          j) Translate the Notice from English to Spanish

17          49. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary  
18 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material  
19 term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the  
20 Agreement.

21          50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the  
22 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members  
23 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in  
24 the Class List.

25          51. Confirmation of Contact Information in the Class List: Prior to mailing, the  
26 Settlement Administrator will perform a search based on the National Change of Address Database  
27 for information to update and correct for any known or identifiable address changes. Any Notice  
28 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline

1 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
2 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
3 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
4 the correct address using a skip-trace, or other search using the name, address and/or Social  
5 Security number of the Class Member involved, and will then perform a single re-mailing. If any  
6 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a  
7 current employee, then Defendant shall make all reasonable efforts to obtain the current address  
8 from the Class Member and provide the same within seven (7) calendar days of notice from the  
9 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-  
10 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or  
11 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek  
12 dispute.

13 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
14 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
15 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked  
16 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement  
17 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which  
18 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)  
19 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to  
20 the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the  
21 date for the final approval hearing.

22 53. Disputed Information on Notice: Class Members will have an opportunity to  
23 dispute the information provided in their Notice. To the extent Class Members dispute the number  
24 of Workweeks with which they have been credited or the amount of their Individual Settlement  
25 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
26 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's  
27 records will be presumed determinative. However, if a Class Member produces evidence to the  
28 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class

1 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
2 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
3 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

4 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as  
5 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
6 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
7 business days of receiving the defective submission to advise the Class Member that his or her  
8 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
9 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar  
10 days from the date of the cure letter, whichever date is later, to postmark a revised Request for  
11 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the  
12 Settlement Administrator will have no further obligation to give notice of a need to cure. If the  
13 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

14 55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
15 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator  
16 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,  
17 address, telephone number, and the last four digits of the Class Member's Social Security number  
18 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the  
19 settlement of the class claims. The date of the postmark on the return mailing envelope receipt  
20 confirmation will be the exclusive means to determine whether a Request for Exclusion has been  
21 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,  
22 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that  
23 were timely submitted. All Class Members who do not request exclusion from the Action will be  
24 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the  
25 Court. The Request for Exclusion shall not be effective as to the release of claims arising under  
26 the Private Attorneys General Act.

27 56. Defendant's Right to Rescind: If five percent (5%) or more of the Class Members  
28 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at



1 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be  
2 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this  
3 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days  
4 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its  
5 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration  
6 Costs incurred to the date of rescission.

7       57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
8 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
9 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
10 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
11 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
12 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the  
13 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General  
14 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the  
15 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the  
16 Court.

17       58. Objection Procedures: To object to the Settlement, a Participating Class Member  
18 must postmark a valid Objection to the Settlement Administrator on or before the Response  
19 Deadline. The Objection must be signed by the Participating Class Member and contain all  
20 information required by this Settlement Agreement including the employees full name, address,  
21 telephone number, the last four digits of their social security number and/or Employee ID number,  
22 the name of the case and case number, and the specific reason including any legal grounds for the  
23 Participating Class Members objection. The postmark date will be deemed the exclusive means  
24 for determining that the Notice of Objection is timely. Participating Class Members who fail to  
25 object in the manner specified above will be foreclosed from making a written objection, but shall  
26 still have a right to appear at the Final Approval Hearing in order to have their objections heard by  
27 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
28 Participating Class Members to submit written objections to the Settlement or appeal from the

1 Order and Judgment. Class Counsel will not represent any Class Members with respect to any  
2 objections to this Settlement.

3 59. Certification Reports Regarding Individual Settlement Payment Calculations: The  
4 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
5 which certifies: (a) the number of Class Members who have submitted valid Requests for  
6 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
7 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
8 Administrator will provide to counsel for both Parties any updated reports regarding the  
9 administration of the Settlement Agreement as needed or requested.

10 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
11 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
12 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
13 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to  
14 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
15 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
16 Participating Class Members and PAGA Members who did not cash their checks until such time  
17 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"  
18 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid  
19 out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid  
20 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment  
21 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The  
22 Individual Settlement Payments provided to Participating Class Members and to PAGA Members  
23 shall prominently state the expiration date or a statement that the Settlement Check will expire in  
24 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
25 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will  
26 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties  
27 agree no unclaimed funds will result from the settlement.

28 61. Administration of Taxes by the Settlement Administrator: The Settlement



1 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA  
2 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
3 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible  
4 for forwarding all payroll taxes and penalties to the appropriate government authorities.

5 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal  
6 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not  
7 relying on any statement, representation, or calculation by Defendant or by the Settlement  
8 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
9 they will be solely responsible for the payment of any taxes and penalties assessed on the payments  
10 described herein. Defendant's share of any employer payroll taxes and other required employer  
11 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's  
12 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement  
13 Amount.

14 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
15 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
16 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
17 communication or disclosure between or among the Parties or their attorneys and other advisers,  
18 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
19 or be relied upon as, tax advice within the meaning of United States Treasury Department circular  
20 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
21 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
22 connection with this Agreement, (b) has not entered into this Agreement based upon the  
23 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
24 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party  
25 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or  
26 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
27 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
28 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,



1 including any transaction contemplated by this Agreement.

2 64. No Prior Assignments: The Parties and their counsel represent, covenant, and  
3 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
4 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
5 action, cause of action or right herein released and discharged.

6 65. Release by Participating Class Members: Upon the complete funding of the Gross  
7 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating  
8 Class Members shall fully release and discharge the Released Parties from the Released Class  
9 Claims that arose during the Class Period. This release shall be binding on all Participating Class  
10 Members.

11 66. Release by the State of California and LWDA: Upon the complete funding of the  
12 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA  
13 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge  
14 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The  
15 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise  
16 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf  
17 of the LWDA based on the same factual predicate as this action and covering the same time period.

18 67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross  
19 Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional following  
20 General Release: In consideration of Defendant's promises and agreements as set forth herein,  
21 Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and  
22 Released PAGA Claims and also generally release and discharge the Released Parties from any  
23 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have  
24 been or could have been asserted against the Released Parties arising out of or relating to their  
25 employment by Defendant or termination thereof, including but not limited to claims for wages,  
26 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination  
27 of employment. This release specifically includes any and all claims, demands, obligations and/or  
28 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except

provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553)

68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of employment and job titles during employment. Defendant shall not refer to the Action or this Settlement.

69. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually



1 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

2       70.     Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
3 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
4 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)  
5 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
6 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
7 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
8 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the  
9 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it  
10 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and  
11 completely approve the Agreement as to the Action will result in this Settlement Agreement and  
12 the Memorandum of Understanding entered into by the Parties, and all obligations under this  
13 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

14       71.     Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
15 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with  
16 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
17 determine the Final Approval of the Settlement Agreement along with the amounts properly  
18 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class  
19 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class  
20 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any  
21 failure by the Court to fully and completely approve the Settlement Agreement as to all of the  
22 Action, or the entry of any Order by another Court with regard to any of the Action which has the  
23 effect of modifying material terms of this Agreement or preventing the full and complete approval  
24 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement  
25 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose  
26 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to  
27 rescind pursuant to the terms of this Agreement.

28       72.     Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by



1 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
2 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
3 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms  
4 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as  
5 may be appropriate under court rules or as set forth in this Settlement.

6 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
7 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
8 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

9 74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
10 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
11 agreements may be deemed binding on the Parties.

12 75. Amendment or Modification: This Settlement Agreement may be amended or  
13 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
14 interest and approved by the Court.

15 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
16 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
17 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
18 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
19 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
20 counsel will cooperate with each other and use their best efforts to affect the implementation of  
21 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
22 needed to implement the Settlement, or on any supplemental provisions that may become  
23 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
24 to resolve such disagreement.

25 77. Binding on Successors and Assigns: This Settlement Agreement will be binding  
26 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
27 defined.

28 78. California Law Governs: All terms of this Settlement Agreement and Exhibits

1 hereto will be governed by and interpreted according to the laws of the State of California.

2 79. Execution and Counterparts: This Settlement Agreement is subject only to the  
3 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
4 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
5 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
6 the Parties will exchange among themselves original signed counterparts.

7 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
8 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
9 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
10 litigation, taking into account all relevant factors, present and potential. The Parties further  
11 acknowledge that they are each represented by competent counsel and that they have had an  
12 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
13 Settlement.

14 81. Invalidity of Any Provision: Before declaring any provision of this Agreement  
15 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
16 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
17 enforceable.

18 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
19 class certification for purposes of this Settlement only; except, however, that either party may  
20 appeal any court order that materially alters the Settlement Agreement's terms.

21 83. Class Action Certification for Settlement Purposes Only: The Parties agree to  
22 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
23 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
24 that certification for purposes of the Settlement is not an admission that class action certification  
25 is proper under the standards applied to contested certification motions and that this Agreement  
26 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
27 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according  
28 to the Settlement's terms.



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

15           85.     Captions: The captions and section numbers in this Agreement are inserted for the  
16 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
17 provisions of this Agreement.

18           86.     Waiver: No waiver of any condition or covenant contained in this Settlement  
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
20 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
21 right or remedy.

22           87.     Enforcement Action: In the event that one or more of the Parties institutes any legal  
23 action or other proceeding against any other Party or Parties to enforce the provisions of this  
24 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
25 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees  
26 and costs, including expert witness fees incurred in connection with any enforcement actions.

27           88.     Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
28 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly



1 against one Party than another merely by virtue of the fact that it may have been prepared by  
2 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
3 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

4 89. Representation By Counsel: The Parties acknowledge that they have been  
5 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
6 and that this Agreement has been executed with the consent and advice of counsel and reviewed  
7 in full.

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

10 91. Cooperation and Execution of Necessary Documents: The Parties agree to  
11 cooperate to promote participation in the Settlement, and in seeking court approval of the  
12 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
13 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any  
14 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class  
15 Member prior to the funding of the Gross Settlement Amount concerning claims released via this  
16 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims  
17 released via this Agreement during the Settlement approval process prior to the funding of the  
18 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement  
19 approved by the Court.

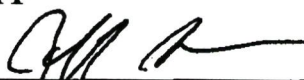
20 92. Confidentiality: The Parties and their counsel agree to keep the terms of the  
21 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,  
22 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate  
23 any contact with the press, respond to any press inquiry or have any communication with the press  
24 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement  
25 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by  
26 law or in furtherance of business purposes, including the fulfillment of obligations stated in this  
27 Settlement Agreement or limit Class Counsel's communications with the Class Members in  
28 furtherance of approval of this Settlement.

93. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

1 Dated: 3/26/24

**PLAINTIFF**

2 By:   
3 Jeffrey Johnson

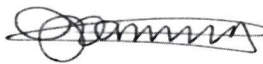
4 Dated: 3/27/2024

**PROTECTION LAW GROUP, LLP**

6 By:   
7 Heather Davis, Esq.  
8 Attorneys for Plaintiff

9 Dated: April 9, 2024

**LAWYERS FOR JUSTICE P.C.**

10 By:   
11 Joanna Ghosh  
12 Arby Aiwarzian  
13 Attorneys for Plaintiff

14 Dated: \_\_\_\_\_

**DEFENDANT**

**TECNICO CORPORATION**

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

16 Name: \_\_\_\_\_

17 Title: \_\_\_\_\_

18 Dated: \_\_\_\_\_

**O'HAGAN MEYER.**

19 By: \_\_\_\_\_  
20 Vickie Grasu  
21 Attorneys for Defendant



1 Dated: \_\_\_\_\_  
2

**PLAINTIFF**

3 By: \_\_\_\_\_  
4 Jeffrey Johnson

5 Dated: \_\_\_\_\_  
6

**PROTECTION LAW GROUP, LLP**

7 By: \_\_\_\_\_  
8 Heather Davis, Esq.  
9 Attorneys for Plaintiff

10 Dated: \_\_\_\_\_  
11

**LAWYERS FOR JUSTICE P.C.**

12 By: \_\_\_\_\_  
13 Joanna Ghosh  
14 Arby Aiwazian  
15 Attorneys for Plaintiff

16  
17 Dated: 4/1/2024

**DEFENDANT**

**TECNICO CORPORATION**

18  
19 By: Raymond G. Wittersheim  
20 Name: RAYMOND G. WITTERSHEIM  
21 Title: PRESIDENT & CEO  
22

23 Dated: April 1, 2024  
24

**O'HAGAN MEYER.**

25 By: Vickie Grasu  
26 Vickie Grasu  
27 Attorneys for Defendant  
28

# **Exhibit A**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

### ***Johnson v. Tecnico Corporation***

San Diego County Superior Court, Case No. 30-2022-000219709

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

|            |                                                                                                                                                                                                      |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>To:</b> | <b>All current and former hourly-paid, non-exempt employees who are or were employed by Tecnico Corporation in the State of California at any time from June 8, 2018, through November 20, 2023.</b> |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **BASIC INFORMATION**

#### **1. What is this settlement about?**

A lawsuit was commenced by Jeffrey Johnson ("Plaintiff") a former employee of Tecnico Corporation ("Defendant") on August 20, 2021. The case is currently pending in the San Diego County Superior Court, Case No. 30-2022-00021970.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to maintain accurate payroll records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

#### **2. Why is this a class action?**

In a class action, one or more people called the Class Representative (in this case Jeffrey Johnson, also known as "Plaintiff"), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendant Tecnico Corporation in the state of California as hourly-paid, non-exempt employees at any time from June 8, 2018, through November 20, 2023. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The San Diego County Superior Court is in charge of this class action.

#### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Jeffrey Johnson as the Class Representative, and appointed his attorneys at Protection Law Group and Lawyers for Justice as counsel for the Class ("Class Counsel"). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of



reasonableness that could be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between June 8, 2018, and November 20, 2023.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Eight Hundred and Fifty Thousand Dollars (\$850,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Two Hundred and Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$283,333.33);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Five Thousand Dollars (\$5,000.00); and
- E. **PAGA Payment** in the amount of Forty Thousand Dollars (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$30,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$10,000.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendant from June 8, 2021, through November 20, 2023 (the “PAGA Members”) for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from June 8, 2018, through November 20, 2023. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as ten percent (10%) wages, forty-five percent (45%) interest, and forty-five percent (45%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

**You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.**

This Amount was determined based on Defendant's record of your employment between June 8, 2018, and November 20, 2023, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No].

## **HOW TO GET A PAYMENT FROM THE SETTLEMENT**

### **6. How can I get a payment?**

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### **7. What am I giving up if I do not request to be excluded from the Settlement?**

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action, and that arose during the Class Period, including, but not limited to, state wage and house claims for any and all violations of California's Labor Code and Unfair Competition Law based on: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; ; (vii) failure to timely pay wages during employment ; (viii) unfair business practices; and (ix) failure to maintain required payroll records. The Class Members who cash their Settlement Checks further acknowledge they are releasing any claims they have against Defendant under the Fair Labor Standards Act ("FLSA").

The "Class Period" during which the release of Released Class Claims pertains is from June 8, 2018, through November 20, 2023.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California between June 8, 2021, and November 20, 2023, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the



LWDA and in the operative complaint, and that arose during the PAGA Period, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from June 8, 2021, through November 20, 2023.

### **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

#### **9. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

#### **10. If I exclude myself, can I get money from this settlement?**

No. (except if you worked between June 8, 2021, and November 20, 2023, in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

### **THE LAWYERS REPRESENTING YOU**



### **11. Do I have a lawyer in this case?**

The Court has approved PROTECTION LAW GROUP, LLP and LAWYERS FOR JUSTICE, P.C. as Class Counsel. The firms' contact information is:

**Lawyers for Justice, PC**  
Edwin Aiwazian, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020

**PROTECTION LAW GROUP LLP**  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$283,333.33 and reimbursement of litigation cost/expenses of up to \$25,000. These amounts are subject to Court approval and the Court may award less than these amounts.

### **OBJECTING TO THE SETTLEMENT**

You can object to the Settlement or some part of it.

### **12. How do I tell the Court if I don't like the settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, the name of the case and case number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

### **13. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

### **14. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at \_\_\_\_\_ a.m./p.m. on [\_\_\_\_\_, 2024], in Department C-65 of the San Diego Superior Court, located at 330 W Broadway San Diego, CA 92101

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

### **15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Information on appearing remotely may be found on the San Diego Superior Court's website located at: <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>

#### **16. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

### **IF YOU DO NOTHING**

#### **17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

### **GETTING MORE INFORMATION**

#### **18. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at \_\_\_\_\_ or by contacting the Settlement Administrator or Class Counsel.

### **WHAT IF MY INFORMATION CHANGES?**

#### **19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**