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Attorneys for Plaintiff RUBY PELAYO
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

RUBY PELAYO, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

HONEYWELL SAFETY PRODUCTS USA,
INC., a Delaware corporation, and DOES 1
through 50,

Defendants

) **Case No.: 37-2023-00055510-CU-OE-**
) **CTL**

) **DECLARATION OF JANINE R.**
) **MENHENNET IN SUPPORT OF**
) **PLAINTIFF'S UNOPPOSED MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS AND REPRESENTATIVE**
) **ACTION SETTLEMENT**

) Hearing Information:

) Date: April 24, 2026

) Time: 1:30 p.m.

) Dept.: C-63

) Hon. Katherine A. Bacal

) Action Filed: December 22, 2023

1 I, Janine R. Menhennet, declare as follows:

2 1. I am counsel of record for plaintiff Ruby Pelayo in the above-captioned matter. I have
3 personal knowledge of the facts contained herein, and if called as a witness, would and could
4 competently testify thereto.

5 2. Plaintiff Ruby Pelayo (“Plaintiff”) on behalf of herself and others similarly situated and
6 aggrieved (collectively “Plaintiffs”), and Defendant Honeywell Safety Products, USA, Inc.
7 (“Defendant”) have reached a full and final settlement, the terms of which are specified in the Class
8 Action and PAGA Settlement Agreement (Settlement Agreement and/or “SA”), a true and correct copy
9 of which is attached as Exhibit 1 hereto.

10 3. Based upon verified discovery responses, we have calculated that Class members are
11 expected to receive approximately \$16 per workweek, based upon an estimated 6,281 workweeks in
12 the class/PAGA period (those periods are coextensive). Attached hereto as Exhibit 2 is a true and
13 correct copy of Defendant’s Supplemental Response to Special Interrogatory Nos. 3 and 6.

14 4. The predicate facts are that class members were employed by Defendant Honeywell
15 Safety Products USA, Inc. (“HSP”), but the name stated on the wage statements was Honeywell
16 International Inc. Attached hereto as Exhibit 3 is a true and correct copy of Defendant’s Supplemental
17 Response to Request for Admission No. 3.

18 5. Before mediation, Defendant provided Plaintiff with a thorough sampling of wage
19 statements, the total number of unique employees employed by Defendant in California during the
20 PAGA and class periods (one and the same), and the total number of pay periods worked by all
21 California employees during the PAGA and class periods. Plaintiffs’ Counsel reviewed the foregoing
22 records and data and made an assessment regarding the potential penalties owed. This provided
23 Plaintiff with the information necessary to evaluate the strength of the individual, class, and PAGA
24 claims.

25 6. The case went through the private mediation process during which the parties vetted
26 their claims and defenses before an experienced private mediator, Kevin Barnes, in September, 2025,
27 resulting in the settlement before the Court.

28 7. The case settled on the terms set forth in the Settlement Agreement in part because

1 Defendant believes, on information and belief and through this litigation and mediation process, that
2 because of the substantial expense of litigating the action, the length of time necessary to resolve the
3 issues presented herein, the inconvenience involved, and the concomitant disruption to its business
4 operations, that settlement was in its best interest. The issues in the case are contested. Defendant denies
5 any wrongdoing, maintains that its conduct and procedures were entirely lawful, and contends the
6 violations, if any, were trivial.

7 8. There is conflicting case law and statutory language regarding the potential liability on
8 the part of Defendant as to the wrong employer listed on the wage statement. On the one hand, the
9 language of the statute imputes harm thereby imposing a form of strict liability for a violation of section
10 226(a)(8). However, some courts have interpreted, or imputed, a willfulness element with respect to
11 injury or harm, cited in the points and authorities. Because of this conflict regarding construing the
12 injury component, it made sense to discount the total value of these claims rather than continue
13 litigating on the merits with uncertain outcome.

14 9. After the investigation undertaken and analysis performed by Plaintiff, through Class
15 Counsel, into the claims of the putative Class, the potential recovery, the disputed factual and legal
16 issues involved in this litigation, the risks of continuing the litigation, and the meaningful payments
17 members of the Settlement Class will receive because of this Agreement, the parties believe that
18 settlement is in the best interest of the Settlement Class. This settlement is the result of extensive, arms'
19 length negotiations and is fair and reasonable to the Settlement Class.

20 10. Based on Defendants' representations and confirmatory verified discovery, the putative
21 class worked 6,281 pay periods from December 22, 2022 through April 11, 2025. Assuming a \$100
22 penalty per pay period, the maximum potential recovery of wage statement penalties for the putative
23 class would be \$628,100. This figure is actually slightly inflated, because for some employees, and
24 some pay periods, the lower \$50 per pay period penalty would apply; accordingly, discounting the full
25 value of this claim is legally supported. Researching this minutiae would not be cost-effective for either
26 party or for the class, especially since liability is still disputed.

27 11. Upon approval, each workweek is valued at approximately \$16. Accordingly, an
28 employee working 50 weeks per year would receive \$800. This settlement goes further than regular

1 class settlements in that the entire amount consists of penalties and interest for violation of Labor Code
2 section 226. **No amount is attributed to unpaid wages** and all amounts paid will be subject to 1099
3 tax treatment. (SA 1.28, 3.2.5.2) This is of tremendous value to each class member for a violation of
4 putting the wrong employer on the pay stub. The actual amount each member of the Settlement Class
5 receives depends on the number of weeks that a member worked, the number of opt-outs, but the end
6 result of this settlement is very good for the Class.

7 12. The parties received a bid for settlement administration from Phoenix Settlement
8 Administrators (“Phoenix”), a neutral settlement administrator, for \$4,500. This estimate is reasonable
9 and will not exceed this amount per the bid Plaintiff obtained. Plaintiff respectfully requests this Court
10 to approve the appointment of Phoenix as the Settlement Administrator. A true and correct copy of this
11 estimate is attached hereto as Exhibit 4.

12 13. Plaintiff Pelayo risked having to succumb to extensive discovery and to the payment of
13 Defendant’s costs if she lost this case. Plaintiff also assumed the risk of negative opinion by future
14 prospective employers from suing a former employer. Via this settlement, Plaintiff will cause members
15 of the Settlement Class to receive money they otherwise would not have received but for this litigation.
16 Plaintiff served a substantial role in bringing about this settlement and has the right to receive a Service
17 Award in the amount of \$10,000. Likewise, the \$20,000 in consideration for the individual release for
18 her unpaid wages and unreimbursed expenses is also reasonable, for a total payment of \$30,000 to
19 Plaintiff. Defendants do not oppose the requested Service Award. Because the requested service
20 payment and settlement payment are reasonable, Plaintiff respectfully requests the Court to approve
21 the Service Award and Individual Settlement Payment.

22 14. Putative Class Counsel seeks an uncontested award of fees equaling 35% of the gross
23 settlement, and reasonable costs. Putative Class Counsel’s fees are based on a percentage of the overall
24 settlement, and can be crosschecked against Plaintiffs Counsel’s lodestar. See *Laffitte v. Robert Half*
25 *International Inc.*, 1 Cal.5th 480 (2016)(California Supreme Court holding that 1/3 of the gross
26 settlement based on a percentage of the overall settlement amount is the benchmark); *Ketchum v.*
27 *Moses*, 24 Cal.4th 1122, 1133-34 (2001), citing *Serrano v. Priest*, 20 Cal.3d 25, 49 (1977)(lodestar
28 approach to fees is a reasonable method in assessing the reasonableness of fees). The requested fees

1 and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming
2 litigation solely on a contingency basis. Further, the requests are in line with other attorneys' fees
3 awards in California for wage and hour putative class actions. As will be demonstrated in Plaintiffs'
4 Counsel's moving papers in the future fee motion which will be filed concurrently with Plaintiffs'
5 Motion for Final Approval, the requested fees are supported by the work counsel did on this case,
6 including discovery, informal discovery conference, motion to compel, and motion for class
7 certification. Because the requested fees are reasonable, Plaintiff very respectfully request the Court to
8 approve these fees and costs upon final approval.

9 15. I have been approved as class counsel on class and representative cases since 2012. A
10 small representation of the cases in which I have been named class counsel is as follows:

- 11 • *Lawson v. Staples Contract & Commercial Inc.*, Los Angeles Superior Court case number
12 BC542237, February 25, 2019. (\$550/hour)
- 13 • *Santana v. Rady Children's Hospital, San Diego*, San Diego Superior Court case number
14 2014-00022411, January 25, 2019. (\$550/hour)
- 15 • *Montoya v. Full Steam Staffing*, Monterey Superior court case number M128639.
16 (\$550/hour)
- 17 • *Schwartz v. Bank of the West*, San Francisco Superior Court case number CGC 14-538955,
18 December 6, 2018. (\$550/hour)
- 19 • *Jones v. Abercrombie & Fitch*, Central District of California case number 15-cv-00105,
20 November 19, 2018. (\$550/hour)
- 21 • *Gutierrez v. Save Mart Supermarkets*, San Mateo Superior Court case number CIV530955.
22 (\$550/hour)
- 23 • *Nijmeh v. Bon Appetit*, Santa Clara Superior Court case number 16CV294127, May 18,
24 2018. (\$550/hour)
- 25 • *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego Superior Court case number
26 2014-00026517, August 22, 2017. (\$550/hour)
- 27 • *Ryan/Elkins v. Dignity Health*, Sacramento Superior Court case number 2013-00147371.
28 (\$550/hour)

- *Castro v. Home Depot U.S.A., Inc.*, Los Angeles Superior Court case number BC577885, November 15, 2017. (\$550/hour)
- *Syed v. M.I. Swaco*, Eastern District of California case number 12-cv-01718-DAD, July 26, 2017. (\$550/hour)
- *Saldana v. Amazon.com, LLC*, Western District of Kentucky case number 14-cv-00290, October 31, 2016. (\$550/hour)
- *Horn v. Rise Medical Staffing, LLC*, Eastern District of California case number 17-cv-01967, July 6, 2020. (\$575/hour)
- *Martin v. Aircraft Service Int'l, Inc.*, San Francisco Superior Court, CGC-18-566072, July 16, 2020. (\$575/hour)
- *Singh v. American Honda Motor Company*, Orange County Superior Court, 30-2019-01056918-CU-BC-CJC, November 12, 2020. (\$400/hour)
- *Walker v. Brinks Global Services USA, Inc.*, Los Angeles Superior Court, BC564369, April 15, 2021. (\$575/hour)
- *Fajardo v. AHMC Healthcare, Inc.*, Los Angeles Superior Court, BC629297, May 19, 2021. (\$575/hour)
- *Salazar v. Johnson & Johnson*, Los Angeles Superior Court, BC702468, August 25, 2022. (\$575/hour)
- *Spears v. Healthnet*, Sacramento Superior Court, 34-2017-00210560, August 4, 2022. (\$575/hour)
- *Armstrong v. Ruan*, San Bernardino Superior Court, CIVDS1605897, December 13, 2022.
- *Vang v. Stanton Optical*, Madera Superior Court, MCV090610, October 20, 2025.
- *Reed v. Centria Healthcare, LLC, et al.*, San Diego Superior Court, 37-2023-00017173-CU-OE-CTL, August 29, 2025. (\$800/hour)

16. I graduated from the University of California, Berkeley, with a Bachelor of Arts in Psychology, and was commencement speaker for my department. I graduated from Loyola Law School, Los Angeles, and was an editor and contributor to the Loyola of Los Angeles Entertainment Law Journal. I began handling civil appeals in or about 2008, in both state and federal courts. I have been admitted to the Ninth Circuit United States Court of Appeals since December, 1992, and am

1 admitted to all California federal district courts, as well as the Sixth United States Court of Appeals. I
2 prepared the amicus brief on behalf of California Employment Lawyers Association in the *Frlekin v.*
3 *Apple, Inc.*, matter decided by the California Supreme Court in February, 2020. I have been a
4 member of Consumer Attorneys of San Diego.

5 17. I am on the civil and appellate referral panels for the San Diego and Orange County
6 bar associations.

7 18. I have briefed and argued cases before the Ninth and Sixth Circuit Courts of Appeals
8 since 2011, and am admitted to both of those bars.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 27th day of March, 2026, at San Diego, California.

12 /s/ Janine R. Menhennet
13 Janine R. Menhennet
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ruby Pelayo (“Plaintiff”) and Defendant Honeywell Safety Products USA, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s pending lawsuit alleging wage and hour violations against Defendant, captioned *Ruby Pelayo v. Honeywell Safety Products USA, Inc.*, in the Superior Court of the State of California, County of San Diego, case number 37-2023-00055510-CU-OE-CTL, filed December 22, 2023, and the related PAGA Notice.
- 1.2 “Administrator” means Phoenix Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former employees of Defendant in California at any time during the Claim Period.
- 1.5 “Class” means all current and former employees Defendant in California at any time during the Claim Period.
- 1.6 “Class Counsel” means Ian Pancer and Joe Virgilio of Pancer Law Corporation.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means the following Class Member identifying information in Defendant’s possession: the Class Member’s full legal name, last-known mailing address, Social Security number, email address (if available), and number of Workweeks worked by Class Members in the Claim Period.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, if applicable in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from December 22, 2022, to April 11, 2025.
- 1.13 “Class Representative” means Ruby Pelayo, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Diego.
- 1.16 “Defendant” means the named Defendant in the Action, Honeywell Safety Products USA, Inc.
- 1.17 “Defense Counsel” means Hardy Ray Murphy and Kyle A. Wende of Ogletree, Deakins, Nash, Smoak & Stewart, PC.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” or “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement as binding upon the Parties following the Final Approval Hearing.
- 1.22 “Gross Settlement Amount” means Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount includes all of the following: Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator's Expenses. Payment of the amount necessary to cover the employer's portion of payroll taxes associated with the portion of the Settlement allocated to wages shall be made by Defendant, separate and apart from the Gross Settlement Award. The Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein the Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks the Class Member worked during the Claim Period. Any Class Member who timely submits a valid Request for Exclusion, pursuant to the procedures outlined herein, is not a Participating Class Member and is not eligible to receive an Individual Class Payment.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks the Class Member worked during the Claim Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Plaintiff's General Release Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Class and Representative Claims comprise only the Labor Code section 226(e) penalties and interest, and therefore no allocation is appropriate regarding unpaid wages. *See* sections 2.1 and 3.2.4.2, *infra*.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "Operative Complaint" means the Complaint filed in the Action on December 22, 2023.

- 1.31 “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.32 “PAGA Notice” means Plaintiff’s December 22, 2023, letter submitted to the Labor and Workforce Development Agency and sent by Certified Mail to Defendant, for the purpose of providing pre-filing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties (\$10,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Ruby Pelayo, the named plaintiff in the Action.
- 1.36 “Plaintiff’s General Release Payment” or “General Release Payment” means the amount Plaintiff is to be paid for a general release of all her claims, both pled and not pled, both known and unknown, against Defendant and the Released Parties, as described in Paragraph 3.2.2 below.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, managers, employees, agents, representatives, partners, investors, shareholders, administrators, parent companies, divisions, joint venturers, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) dispute the information contained in the Notice of Class Action Settlement. Class Members to

whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. If the 45th day falls on a Saturday or Sunday or federal or state holiday, the deadline shall be extended to the next business day.

- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Wage Statement” means an itemized report describing the Class Member’s pay for a given pay period, furnished by Defendant pursuant to California Labor Code section 226(a).
- 1.46 “Claim Dispute” means a Settlement Class Member’s written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the number of Workweeks worked during the Claim Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last 4 digits of the social security number; (c) clearly state the dispute about Workweeks credited and what the Class Member contends is the correct number; (d) attach any documentation to support the Class Member’s dispute; and (e) be timely submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

2. RECITALS.

- 2.1 On December 22, 2023, Plaintiff commenced this Action by filing a Complaint alleging both representative and individual causes of action against Defendant: (1) a class action claim for failure to state the name of the legal entity that was the employer on employees’ wage statements; (2) a representative PAGA claim for the same; and individual claims for (3) unpaid wages and waiting time penalties, and (4) failure to reimburse businesses expenses. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2 On September 25, 2025, the Parties participated in an all-day mediation presided over by Kevin T. Barnes, Esq. of Kevin Barnes Mediation, which led to this Agreement to settle the Action.
- 2.3 Prior to mediation, Plaintiff obtained, through informal discovery, relevant documents and class data from Defendant including (1) Plaintiff’s personnel records, (2) Plaintiff’s payroll records, and (3) deposition witnesses to discuss Defendant’s policies and practices regarding the contents of wage statements. Plaintiff’s investigation was sufficient—for the narrow scope of claims pled in this Action—to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.4 The Court has not granted class certification.
- 2.5 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) as the Gross Settlement Amount. Defendant will have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Defendant shall be responsible for its employer share of payroll taxes and other required withholdings arising from Plaintiff's General Release Payment, including but not limited to the FICA and FUTA contributions, if applicable, separately from and in addition to the Gross Settlement Amount.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 **To Plaintiff:** Class Representative Service Payment to Plaintiff, as the Class Representative, of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Final Approval motion, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 Additionally, Plaintiff's General Release Payment to Plaintiff in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00), in exchange for Plaintiff's release of individual claims pled in the Complaint, as well as a general release as described below. Plaintiff will receive the Class Representative Service Payment (subject to Court approval) and the General Release Payment in addition to any Individual Class Payment and any Individual PAGA Payment that Plaintiff is entitled to receive as a

Participating Class Member. Plaintiff must, promptly upon signing this Settlement, provide Defendant with newly executed IRS Form W-4 and FTB Form DE4, so employer payroll taxes on the Wage Portion (described below) can be computed.

- 3.2.3 **To Class Counsel:** A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Seventy-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$78,750.00) and a Class Counsel Litigation Expenses Payment of not more than Twelve Thousand One Hundred Ninety-Seven Dollars and Forty-Seven Cents (\$12,197.47). Defendant will not oppose requests for these payments provided that do not exceed these amounts. As part of the Final Approval motion, Plaintiff and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.4 **To the Administrator:** An Administrator Expenses Payment not to exceed Forty-five hundred dollars and zero cents (\$4,500.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than the above-specified amount, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.5 **To Each Participating Class Member:** An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the aggregate number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweek count.
- 3.2.5.1 **Tax Allocation of Plaintiff's General Release Payment.** The Administrator will report the General Release Payment to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. Twenty percent (20%) of the General Release Payment, or Four Thousand Dollars and Zero Cents

(\$4,000.00), will be allocated to the settlement and release of Plaintiff's claims for wages (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Eight percent (80%), or Sixteen Thousand Dollars and Zero Cents (\$16,000.00) of the General Release Payment will be allocated to settlement of Plaintiff's claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on an IRS 1099 Form. Plaintiff assumes full responsibility and liability for the amount of any employee taxes owed on the General Release Payment. Plaintiff acknowledges that Plaintiff should consult with their tax advisor concerning the tax consequences of the payments received under this Settlement.

3.2.5.2 Tax Allocation of Individual Class Payments. The Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. Because the claims brought on behalf of Class Members were for statutory penalties under Labor Code section 226, subdivision (e), there are no class-wide claims for unpaid wages. Therefore, no portion of the Individual Class Payments will be allocated to settlement of wage claims. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Participating Class Member, and any PAGA Member who receives an Individual Class Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, Aggrieved Employees, and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholding, if any, on any payments made pursuant to the Settlement.

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

3.2.6 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA

PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Workweek count. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than fifteen (15) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

The Class Data is being supplied solely for the purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Administrator or Class Counsel for any other purpose. The Parties agree the Class Data will not be used to solicit Class Members to file any claim, charge, or complaint of any kind, whatsoever, against Defendant and will only be used to administer the Settlement under the terms provided herein.

Notwithstanding the above, within five (5) calendar days of the receipt of the Class Data, the Administrator shall verify, in writing, to Class Counsel and Defense Counsel the aggregate number of Workweeks for the purposes of determining whether the escalator clause is triggered.

4.2 **Funding of Gross Settlement Amount.** Defendant shall fully fund, or cause to be fully funded, the Gross Settlement Amount, and also the amount necessary to pay

the employer share of payroll taxes on Plaintiff's General Release Wage Portion, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

- 4.3 **Payments from the Gross Settlement Amount.** No later than three (3) calendar days after being notified of the Court's final approval, the Administrator shall send Defense Counsel electronic wiring instructions for paying the Gross Settlement Amount into the Qualified Settlement Fund. No later than thirty (30) calendar days after the Effective Date, Defendant will fund, or cause to be funded, the Qualified Settlement Fund.
- 4.4 Within fourteen (14) days after the Gross Settlement Amount is fully funded, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Plaintiff's General Release Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Plaintiff's General Release Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement

check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

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

4.5 **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval.

4.5.1 If the total residual amount is less than \$25,000, then the amount will revert to *cy pres*. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The Parties propose Legal Aid Society of San Diego.

4.5.2 If the total residual amount is \$25,000 or greater, a second distribution will occur to those Participating Class Members who cashed their Payment checks. The second distribution will occur on a *pro rata* basis as provided for in this Agreement. The second distribution checks shall remain valid and negotiable for thirty (30) days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time. Any second payments to Participating Class Members who cashed their first check will be characterized, paid, and reported as penalties and interest and will not be subject to any additional tax withholdings.

4.5.3 In the event of a redistribution of uncashed check funds to Participating Class Members who cashed their Payment checks, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Class Member is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If there are uncashed check funds remaining from a second distribution as described in this Paragraph, then the amount will revert to *cy pres*.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of Plaintiff's General Release Payment, Plaintiff and Class Members will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, Plaintiff and

her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Claim Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice; and (c) any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments, severance payments, obligations, commissions, overtime payments, debts, profit sharing claims, expenses, damages, judgments, orders, and liabilities of whatever kinds or nature in state or federal law, equity or otherwise, whether known or unknown, which Plaintiff now owns or holds or at any time has owned or held against the Released Parties, or any of them, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected: (1) arising out of Plaintiff's employment with Defendant or the termination of that employment; or (2) arising out of or in any way connected with any claim, loss, damage, or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Defendant and/or any of the Released Parties, committed or omitted by Defendant and/or any of the Released Parties on or before the date this Agreement is executed by Plaintiff. ("Plaintiff's Release.") Plaintiff also specifically agrees and acknowledges she is waving any right to recovery based upon state or federal age, sex, race, color, national origin, marital status, religion, veteran status, disability, sexual orientation, medical condition, gender, genetic information, or other antidiscrimination laws, rules, regulations or ordinances, including but not limited to, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Fair Credit Reporting Act, the Americans with Disabilities Act, the WARN Act, the Equal Pay Act, the Employee Retirement Income Security Act, California Business and Professions Code 17200, et seq., the California Labor Code and any similar state or local laws, such as the California Fair Employment and Housing Act, California Family Medical Leave Act, the California Family Rights Act, and all of their implementing regulations and interpretative guidelines, as well as in common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Plaintiff's relationship, or the termination of the relationship with any Released Party through the date this Agreement is executed by Plaintiff for any type of relief. For the avoidance of doubt, this is a complete and general release of all claims to the maximum extent permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that

Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

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

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

5.2 Release by Participating Class Members: After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, namely, all claims for failure to furnish accurate itemized wage statements pursuant to Labor Code section 226. Participating Class Members only release these claims for the duration of the Claim Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, namely, all claims for failure to furnish accurate itemized wage statements pursuant to Labor Code section 226. Aggrieved Employees only release these claims for the duration of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competence to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. Defendant and Defense Counsel shall not enter into any contractual relationship with the Administrator. The Administrator shall make clear that Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Workweeks in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to

the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number, and must be signed by the Class Member. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand

additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and Aggrieved Employee Release under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6 Workweek Dispute.

7.6.1 Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to submit a Workweek Dispute. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail.

7.6.2 The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data.

7.6.3 The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court or other method of personal appearance permitted by the court, i.e. remote appearance) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). The date of mailing on the envelope shall be deemed the exclusive means for determining a Notice of Objection was timely received.
- 7.7.3 Any written objection must be signed by the Settlement Class Member and state: (1) the full name and address of the Settlement Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Class Counsel shall ensure any Notice of Objection received by the Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval.
- 7.7.4 Any Settlement Class Member who fails to submit a timely written objection or present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the settlement by appeal or otherwise.
- 7.7.5 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 **Additional Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the

expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 **Workweek Dispute.** The Administrator has the responsibility and authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 **Administrator’s Declaration.** Not later than fourteen (14) days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration, suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 **Final Report by Settlement Administrator.** Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to

Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 At the mediation, Defendant's data set covered the period from December 22, 2022, through March 28, 2025. From that data set, Defendant estimated that no more than sixty-five (65) employees worked no more than six thousand two hundred eighty-one (6,281) workweeks during the Claim Period.

8.2 If the Settlement Administrator finds, after validating the Class Data, that the actual count of Settlement Class Members is more than ten percent (10%) greater, or the actual count of aggregate Workweeks during the Claim Period is more than five percent (5%) greater, than Defendant's estimates (i.e. more than 71 Class Members or 6,595 Workweeks), then the Gross Settlement Amount shall increase commensurate with the percentage-point increase over the defined threshold. For example, if the Settlement Administrator determines that the number of workweeks worked by Class Members during the Claim Period is actually 6,721—which is 7% greater than 6,281—then the Gross Settlement Amount will increase by 2%. If both the 10% Settlement Class Member and 5% Workweek aggregate thresholds are exceeded, then the Gross Settlement Amount increase shall be based on whichever number exceeds the defined threshold by a greater number of percentage points. For example, if the Class Member count is 7% greater than 65 (2 points' excess) and the Workweek count is 13% greater than 6,281 (3 points' excess), then the Gross Settlement Amount shall increase by 3%.

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

10. MOTION FOR FINAL APPROVAL. Plaintiff will request and Defendants will concur in said request that the Court enter, after a Final Approval Hearing, a Final Approval Order and Final Judgment. Plaintiff will request the Final Approval Order certify the Settlement

Class; find this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties carry out the provisions of this Agreement.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval, but no later than five (5) court days in advance of the filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **Nullification of Agreement.** In the event: (a) the Court denies Preliminary Approval of the Settlement and the Parties are unable to correct the conditions causing the denial; (b) the Court denies Final Approval of the Settlement and the Parties are unable to correct the conditions causing the denial; (c) the Court refuses to enter Final Judgment as set forth herein; or (d) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
- 10.4 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. Cal. Code Civ. Proc. §664.6.

- 10.5 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.6 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action,

and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

Defendant contends, at all times, it has complied with all applicable state, federal, and local laws relating to the Settlement Class Members' employment. Defendant has entered into this Settlement to avoid the cost, risk, and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of the Settlement itself, shall be construed or deemed as an admission of liability or wrongdoing on the part of Defendant or any of the Released Parties. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, against Defendant or any other Released Party. The Parties agree an express condition of this Settlement is that there has been no finding of liability on the merits and this Settlement cannot be a basis to assert offensive collateral estoppel against Defendant or to establish subsequent violations rates in later litigation. Notwithstanding the foregoing, nothing in this Settlement shall limit Defendant's use of the Judgment or any papers in this Action to assert defensive collateral estoppel or res judicata in any other action.

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

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

- 12.3 **Publicity.** Plaintiff and Class Counsel shall not issue any press releases, communicate with, or respond to any media or publication entities, concerning the Settlement, including the fact of the Settlement, its terms or its contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, Class Counsel may disclose or publicize, without referencing the specifics of the case, including the identities of any entities covered by the definition of Defendant or Released Parties, the amount of the Settlement, and that it was a wage and hour class and PAGA Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action and the venue/case number of this action (but not any other settlement details) for such purposes.
- 12.4 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.5 **No other Actions.** Plaintiff and Plaintiff’s Counsel represent that, other than the instant Action, they have no current intention of asserting any other claims against Defendant or any Released Party in any judicial or administrative forum. Plaintiff and Plaintiff’s Counsel further represent they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant or any Released Party. The Parties acknowledge, understand, and agree that the representations in this paragraph are essential to the Agreement and that this agreement would not have been entered were it not for this representation.
- 12.6 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.7 **No Effect on Employee Benefits.** The Class Representative Enhancement Award, Individual Class Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on eligibility for, or the calculation or, any employee benefits (vacation, holiday pay, retirement plans, etc.) of the respective Plaintiff, Participating Class Members, and Aggrieved Employees. The Parties agree Plaintiff’s General Release Payment, any Class Representative

Service Payment, Individual Class Payments, and/or Individual PAGA Payments paid to Plaintiff, Participating Class Members and Aggrieved Employees under the terms of this Settlement do not represent modification of any previously credited hours of service of other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant or a Released Party. Further, any Class Representative Service Payment, Individual Class Payment, and Individual PAGA Payments shall not be considered “compensation” in any year for the purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant or a Released Party.

- 12.8 **Representation.** All parties have been represented by counsel throughout all negotiations, which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.
- 12.9 **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible, consistent with applicable precedents, so as to define the provisions of this Agreement valid and enforceable.
- 12.10 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.11 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.12 **No Prior Assignments.** Except as described in 12.12.1 below, the Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
 - 12.12.1 **Sale of Defendant.** Defendant has represented that it was sold by its former parent company, Honeywell International, Inc. Per the sale transaction, Honeywell International, Inc. retains contractual responsibility for all potential liability arising from this Action. Honeywell International, Inc.

will therefore be the originator of all funds for the Gross Settlement Amount and will be an additional signatory to this Settlement.

- 12.13 **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.14 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.15 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.16 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles. All parties consent to personal jurisdiction in California in the event of any future disputes regarding this Agreement.
- 12.17 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.18 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.19 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.20 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.21 **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Ian Pancer
ian@sandiegolegal.com
Janine Menhennet
jmenhennetlaw@gmail.com
Joe Virgilio
joe@sandiegolegal.com
4603 Mission Blvd., Ste 220
San Diego, CA 92109

To Defendant:

Hardy Ray Murphy
hardy.murphy@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, PC
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

Kyle A. Wende
kyle.wende@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, PC
400 Capitol Mall, Suite 2800
Sacramento, CA 95814

12.23 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.24 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON NEXT PAGE]

Dated: 03 / 05 / 2026

Ruby Pelayo

Plaintiff Ruby Pelayo

Dated: _____

Name: _____

Title: _____

For Defendant Honeywell Safety Products USA, Inc.

Dated: _____

Print Name: _____

Print Title: _____

For Honeywell International, Inc.

Dated: 03/05/2026

PANCER LAW CORPORATION

/s/ Joe Virgilio

Ian Pancer
Janine Menhennet
Joe Virgilio
Attorneys for Plaintiff and the Class

Dated: _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, PC**

By: Kyle A. Wende
Attorneys for Defendant and Honeywell
International, Inc.

Dated: _____

Plaintiff Ruby Pelayo

Dated: 3/3/2026

Signed by:

450F04209EB647E...

Name: Bridget Milot Ren

Title: Chief Legal Officer

For Defendant Honeywell Safety Products USA, Inc.

Dated: 3/23/2026

DocuSigned by:

9F537E05B52B49C...

Print Name: Lindsay Hedrick

Print Title: Chief Labor and Employment Counsel

For Honeywell International, Inc.

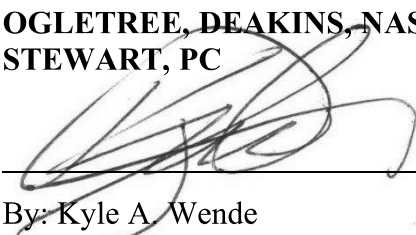
Dated: _____

PANCER LAW CORPORATION

Ian Pancer
Janine Menhennet
Joe Virgilio
Attorneys for Plaintiff and the Class

Dated: March 3, 2026

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, PC**



By: Kyle A. Wende
Attorneys for Defendant and Honeywell
International, Inc.

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

PELAYO v. HONEYWELL SAFETY PRODUCTS USA, INC.,
San Diego County Superior Court
(Case No. 37-2023-00055510-CU-OE-CTL)

THIS IS A COURT-APPROVED NOTICE. PLEASE READ IT CAREFULLY

You received this Notice of Class Action and PAGA Settlement (“Notice”) because the records of Honeywell Safety Products USA, Inc. (“Defendant”) show you performed work for Defendant in California sometime between December 22, 2022 and April 11, 2025. Because you fit this definition, **you may be entitled to receive money from a proposed settlement in this case, as described below.**

A. Summary Of The Claims

A former employee of Defendant, Ruby Pelayo (“Plaintiff”) has sued Defendant. Plaintiff contends and has alleged in the Action that Defendant failed to state the correct name of the employer on California employees’ wage statements (commonly referred to as paystubs). On behalf of herself and other California employees (“Class Members”) who worked for Defendant at any time between December 22, 2022 and April 11, 2025 (the “Class Period”), Plaintiff seeks to recover statutory penalties, interest, costs of suit, and attorneys’ fees for the allegedly incorrect wage statements (“Class Action Claims”). For herself only, Plaintiff also seeks wages and business expenses she alleges she was unpaid, as well as penalties and other remedies associated with those amounts.

Plaintiff’s claims regarding incorrect wage statements are presented as both a class action (the Class Action Claims defined above) and a representative action under the Private Attorneys General Act of 2004 (“PAGA”) (hereafter, the “PAGA Claims”). A representative PAGA claim is a quasi-law enforcement action where an affected employee acts on behalf of the California Labor and Workforce Development Agency to seek penalties in civil court against an employer for alleged violations of the Labor Code. Penalties may be assessed for violations proved to have been experienced by any affected employee, not just the named plaintiff. The right to assess those penalties rests with the State of California, not the individual affected employees. Affected employees are referred to as “aggrieved employees”. Because the Court has not ruled on the merits of Plaintiff’s claims, there are only *allegedly* aggrieved employees at this point. In this case, the class claim and the PAGA claim is the same-- that the incorrect name of the legal employer was listed on the wage statements provided to California workers during the Class Period. Therefore, the Class Members are also allegedly aggrieved employees.

Defendant denies all of the allegations against it in the Action, maintains that it complied with all labor laws, and contends that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. The Court has not decided whether or not Defendant violated any laws or whether any person is entitled to any damages or other relief.

B. Why You Are Receiving This Notice

You are both a Class Member and an allegedly aggrieved employee. On [REDACTED], the San Diego County Superior Court (the “Court”) preliminarily approved a settlement of the Action on behalf of all Class Members, for the Class Action Claims and PAGA Claims. According to Defendant’s records, there were approximately [REDACTED] Class Members as of [REDACTED], and you are one of those individuals. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement of the Class Action Claims. This Notice explains your legal rights and options with respect to the settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount¹ of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) in exchange for a release of the claims that were asserted in the Action or could have been asserted based on the factual allegations in the Complaint filed in the Action. Payments to be made from the Gross Settlement Amount include: 1) the cost of settlement administration (not to exceed \$4,500.00); 2) the amount of attorney’s fees (not to exceed \$78,750.00) and litigation costs (not to exceed \$12,197.47) awarded to Class Counsel;

¹ This notice summarizes the proposed Settlement, which is a lengthy contract document. Capitalized terms in this Notice have specific definitions set forth in that Settlement Agreement.

3) the amount of a Service Payment as class representative awarded to Plaintiff (not to exceed \$10,000); 4) a payment of \$20,000 to Plaintiff for release of her individual claims against Defendant; 5) a payment of \$7,500 to the California Labor & Workforce Development Agency for PAGA penalties; 6) a payment of \$2,500 to be divided on a *pro rata* workweek basis between all Class Members who worked for Defendant in California at any time between December 22, 2022 and April 11, 2025; and 7) the Net Settlement Amount, to be divided on a *pro rata* basis between all Participating Class Members (*i.e.*, those Class Members who do not exclude themselves from the Settlement). It is estimated that, after deducting the above expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately \$89,552.53 will be available for distribution among Participating Class Members. Each Participating Class Member shall receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks they worked for Defendant during the Class Period.

D. What Your Options Are

1. Participate in the Settlement

To receive your full share of the Settlement, **you need not do anything**. As long as you do not exclude yourself from the Settlement, you will automatically receive a *pro rata* share of the Net Settlement Amount and a *pro rata* share of the PAGA penalties, following final approval of the Settlement.

Based on the records of Defendant, you worked [number] workweeks during the Class Period, December 22, 2022 through April 11, 2025. Based on that number of workweeks, your estimated gross *pro rata* payment for the Class Action Claims (before tax deductions) is \$ [redacted], and your estimated *pro rata* payment for the PAGA Claims (with no deductions) is \$ [redacted]. If the Court grants final approval of the Settlement, the actual amount you will receive may vary from the above-estimated amount, depending on the Court's order and the number of Class Members who participate in the Settlement.

If you dispute this number of workweeks, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks you worked during the Class Period or the PAGA Period. Such information must be sent by [redacted], by regular mail or fax or email to Phoenix Settlement Administrators (the "Settlement Administrator") at the following address: **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773**; email [redacted]. If you dispute the number of workweeks, the Settlement Administrator will make a final determination about the correct number of workweeks and will inform you of its final decision.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payment to the address it has on file for you. So, if you move, please provide the Settlement Administrator your new address or email. You may provide the Settlement Administrator your new address by mailing, faxing, or email to **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773**; Fax: **(949) 209-2503**, email [redacted].

If you do not exclude yourself from the Settlement, you will upon final approval of the Settlement be bound by the release of Class Action and Representative Claims described below and lose the right to sue Defendant for any of the Class Action and Representative Claims asserted or that could have been asserted against Defendant based on the facts alleged in the Action.

2. Object to the Settlement of the Class Action Claims

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [redacted], 2026 by regular mail to the Settlement Administrator at the following address: **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773**. An objection must include: (a) the case name and case number of the Action; (b) your full legal name, signature, date, mailing address, telephone number, and the last four digits of your Social Security Number (for identity verification purposes), (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based. If you submit a timely objection, the Court will make a ruling on the merits of the objection at the Final Fairness Hearing described below. If the Court overrules the objection and approves the Settlement at the Final Fairness Hearing, you will then have the right to appeal from the Court's ruling on your objection.

3. Exclude Yourself from the Settlement of the Class Action Claims

You have the right to exclude yourself (*i.e.* “opt-out”) from the settlement of the Class Action Claims. To do so, you must submit a written request for exclusion. The request for exclusion must be sent by _____, by regular mail to the Settlement Administrator at the following address: **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773**. A request for exclusion must: (a) contain the case name and case number of the Action, (b) be signed and dated by you, (c) contain your full legal name, mailing address, telephone number, and the last four digits of your Social Security Number (for identity verification purposes), and (d) clearly state that you do not wish to be included in the Settlement.

If you exclude yourself from the settlement of Class Action Claims, you will not be entitled to recover your *pro rata* share of the Net Settlement Amount (which is allocated solely for Class Action Claims), but you will retain the right to bring any such claims you have or believe you have against Defendant. If you do not exclude yourself from the settlement of the Class Action Claims, you will upon final approval of the Settlement be bound by the release of Class Action Claims described below and lose the right to sue Defendant for any of the Class Action Claims asserted or that could have been asserted against Defendant based on the facts alleged in the Action.

Because the PAGA Claims rest with the State of California, you do not have the right to exclude yourself from the settlement and release of the PAGA Claims. If the Court approves this Settlement, you will receive your *pro rata* share of the allocated payment for affected employees of the PAGA Claims, and your Release of PAGA Claims described at section E.2 below will take place on the Effective Date, regardless of whether you opt to exclude yourself from the settlement of the Class Action Claims. Please note that you can opt out of the Class Action Claims settlement and still dispute your workweek count (as described in section D.1 above) for purposes of the PAGA Claims payment.

E. Releases of Class Action and PAGA Claims

1. Release of the Class Action Claims

Unless you exclude yourself from the settlement of the Class Action Claims, upon the Court’s final approval of the Settlement you will be deemed to have given up your right to sue and will release Defendant and its past, present and future direct and indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defense Counsel), employees, insurers, reinsurers, agents, or any other entity that or individual who could be liable for any of the Class Action Claims, and their successors and assigns individually and in their official capacities (the “Released Parties”) from any and all claims, rights, demands, liabilities and causes of action under California or other law that you have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that were pled or could have been pled based on the factual allegations in the operative Complaint filed in the Action—*i.e.* claims for inaccurate wage statements under Labor Code section 226(a), giving rise to remedies including statutory penalties under Labor Code section 226(e), interest, costs, and attorney’s fees.

2. Release of the PAGA Claims

Regardless of whether you exclude yourself from the settlement of the Class Action Claims, the Court’s final approval of the Settlement will extinguish the State of California’s interest in—and therefore your potential right to seek standing to sue under PAGA for-- any and all claims, rights, demands, liabilities and causes of action under PAGA against the Released Parties for any acts occurring during the PAGA Period that were pled in the Operative Complaint or could have been pled based on the factual allegations in the operative Complaint or the Notice Letter that Plaintiff submitted to the LWDA—*i.e.* allegedly inaccurate wage statements.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for date at time in Department of the San Diego County Superior Court, located at court address. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the Settlement. At the Final Fairness Hearing the Court will also decide the amounts of attorney’s fees, litigation costs, administrative costs, and the service payment award to Plaintiff. You have the right to appear at the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf. If the Court grants final approval of the Settlement, a copy of the Court’s judgment approving the Settlement will be posted on the Settlement Administrator’s website at: .

G. Where to Get More Information

If you want more information about the Action or the Settlement, you may contact the Settlement Administrator at [REDACTED].

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at _____. You also may view and obtain copies of pleadings related to the Action in the Court's file by visiting the San Diego Superior Court website or visiting the Court in person, using the case number 37-2023-00055510-CU-OE-CTL.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS

Title	Pelayo v Honeywell Settlement (revised-clean).pdf
File name	Pelayo_v_Honeywel...revised-clean.pdf
Document ID	f9839fc6f1d1d126dac85a20f907fb84e388ac41
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on my.casepeer.com

Document history

 SENT	03 / 05 / 2026 18:38:47 UTC	Sent for signature to Ruby Pelayo (angel8012014@gmail.com) from hellosign@casepeer.com IP: 52.37.161.146
 VIEWED	03 / 05 / 2026 18:39:05 UTC	Viewed by Ruby Pelayo (angel8012014@gmail.com) IP: 70.134.255.88
 SIGNED	03 / 05 / 2026 19:06:16 UTC	Signed by Ruby Pelayo (angel8012014@gmail.com) IP: 70.134.255.88
 COMPLETED	03 / 05 / 2026 19:06:16 UTC	The document has been completed.

EXHIBIT 2

HARDY R. MURPHY, SBN 187149
hardy.murphy@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

KYLE A. WENDE, SBN 287728
kyle.wende@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 Capitol Mall, Suite 2800
Sacramento, CA 95814
Telephone: 916-840-3150
Facsimile: 916-840-3159

Attorneys for Defendant
HONEYWELL SAFETY PRODUCTS USA, INC.

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

RUBY PELAYO, an individual,
Plaintiff,

vs.

HONEYWELL SAFETY PRODUCTS USA,
INC., a Delaware corporation, and DOES 1
through 50,
Defendants.

Case No. 37-2023-00055510-CU-OE-CTL

**DEFENDANT HONEYWELL SAFETY
PRODUCTS USA, INC.'S FURTHER
RESPONSES TO PLAINTIFFS' SPECIAL
INTERROGATORIES (SET ONE)**

[Assigned for all purposes to
The Honorable Katherine Bacal, Dept. C-69]

Action Filed: December 22, 2023
Trial Date: None

PROPOUNDING PARTY: Plaintiff Ruby Pelayo

RESPONDING PARTY: Defendant Honeywell Safety Products USA, Inc.

SET NO.: One

Defendant Honeywell Safety Products USA, Inc. ("HSP") responds to plaintiff Ruby Pelayo's ("Plaintiff") Special Interrogatories, Set One, as follows:

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
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The information provided in these responses is subject to all objections regarding its relevance, materiality, propriety, or admissibility. HSP reserves the right to assert these and any other objections not stated in these responses that would require the exclusion of all or any portion of this information if that information is offered as evidence at any time during this action. HSP may interpose these objections at any time prior to and during the trial/arbitration of this case.

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1. HSP objects to each interrogatory below that calls for information protected from disclosure by the attorney-client communications privilege and/or the attorney work-product doctrine. HSP will not provide any such privileged or protected information in response to any interrogatory that seeks it.

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1 4. HSP objects to each interrogatory that seeks information beyond the applicable
2 statutes of limitations period.

3 5. HSP objects to each interrogatory that imposes upon HSP requirements exceeding
4 those set forth in the California Code of Civil Procedure.

5 **RESPONSES TO SPECIAL INTERROGATORIES**

6 **SPECIAL INTERROGATORY NO. 1**

7 IDENTIFY (The term "IDENTIFY" or "IDENTIFYING" shall mean provide the full name,
8 home and work address, work and personal email address, and personal and work telephone number)
9 all persons answering or supplying information in answering these interrogatories.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 1**

11 HSP incorporates into this response by reference the above preliminary statement and general
12 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
13 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: "IDENTIFY,"
14 as defined by Plaintiff, "persons," and "answering or supplying information;" [2] it is oppressive,
15 unduly burdensome and harassing; [3] it seeks information that is neither relevant to the subject
16 matter of this action nor reasonably calculated to lead to the discovery of admissible evidence; [4] it
17 seeks confidential information concerning individuals who are not parties to this action in violation
18 of their privacy rights; and [5] Plaintiff prematurely filed this action before exhausting her
19 administrative remedies with the Labor Workforce and Development Agency ("LWDA") before
20 commencing this action against HSP pursuant to the Private Attorneys General Act ("PAGA").

21 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 1**

22 Subject to and without waiving the foregoing, and limiting the response to only non-
23 privileged information, HSP responds as follows:

24 Counsel for HSP identified in the caption.

25 **SPECIAL INTERROGATORY NO. 2**

26 IDENTIFY each employee you employed during the CLASS PERIOD.

27 **DEFINITION**

28 ///

1 The CLASS PERIOD shall mean December 22, 2022 through the date your responses to this
2 interrogatory are served.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 2**

4 HSP incorporates into this response by reference the above preliminary statement and general
5 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
6 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: "IDENTIFY"
7 and "CLASS PERIOD," as defined by Plaintiff, "employee," and "employed;" [2] it is oppressive,
8 unduly burdensome and harassing; [3] it seeks information that is neither relevant to the subject
9 matter of this action nor reasonably calculated to lead to the discovery of admissible evidence; [4] it
10 seeks confidential information concerning individuals who are not parties to this action in violation
11 of their privacy rights; and [5] Plaintiff prematurely filed this action before exhausting her
12 administrative remedies with the LWDA before commencing this action against HSP pursuant to
13 PAGA.

14 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 2**

15 Subject to and without waiving the foregoing, HSP responds as follows:

16 HSP will produce employee contact information confidentially to a neutral third-party
17 administrator as part of a *Belair-West* notice procedure.

18 **SPECIAL INTERROGATORY NO. 3**

19 Please provide the total number of employees you employed during the CLASS PERIOD.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 3**

21 HSP incorporates into this response by reference the above preliminary statement and general
22 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
23 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: "CLASS
24 PERIOD," as defined by Plaintiff, "total number," "employees," and "employed;" [2] it is
25 oppressive, unduly burdensome and harassing; [3] it seeks information that is neither relevant to the
26 subject matter of this action nor reasonably calculated to lead to the discovery of admissible
27 evidence; and [4] Plaintiff prematurely filed this action before exhausting her administrative
28 remedies with the LWDA before commencing this action against HSP pursuant to PAGA.

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 3**

2 Subject to and without waiving the foregoing objections, HSP responds as follows:

3 HSP employed approximately 57 people in California from December 22, 2022 through
4 March 28, 2025.

5 **SPECIAL INTERROGATORY NO. 4**

6 For each employee you employed during the CLASS PERIOD, please state the employee's
7 date of hire.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 4**

9 HSP incorporates into this response by reference the above preliminary statement and general
10 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
11 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: "CLASS
12 PERIOD," as defined by Plaintiff, "employee," "employed," and "date of hire;" [2] it is oppressive,
13 unduly burdensome and harassing; [3] it seeks information that is neither relevant to the subject
14 matter of this action nor reasonably calculated to lead to the discovery of admissible evidence; [4] it
15 seeks confidential information concerning individuals who are not parties to this action in violation
16 of their privacy rights; and [5] Plaintiff prematurely filed this action before exhausting her
17 administrative remedies with the LWDA before commencing this action against HSP pursuant to
18 PAGA.

19 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 4**

20 Subject to and without waiving the foregoing, HSP responds as follows:

21 HSP will produce this information once the parties have stipulated to and the court has signed
22 a protective order for confidentiality, with names anonymized unless/until employees are given an
23 opportunity to opt out of disclosure of their personal identifying information.

24 **SPECIAL INTERROGATORY NO. 5**

25 For each employee you employed during the CLASS PERIOD, please state each employee's
26 date of termination, if applicable.

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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 5**

2 HSP incorporates into this response by reference the above preliminary statement and general
3 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
4 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: "CLASS
5 PERIOD," as defined by Plaintiff, "employee," "employed," and "date of termination;" [2] it is
6 oppressive, unduly burdensome and harassing; [3] it seeks information that is neither relevant to the
7 subject matter of this action nor reasonably calculated to lead to the discovery of admissible
8 evidence; [4] it seeks confidential information concerning individuals who are not parties to this
9 action in violation of their privacy rights; and [5] Plaintiff prematurely filed this action before
10 exhausting her administrative remedies with the LWDA before commencing this action against HSP
11 pursuant to PAGA.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 5**

13 Subject to and without waiving the foregoing, HSP responds as follows:

14 HSP will produce this information once the parties have stipulated to and the court has signed
15 a protective order for confidentiality, with names anonymized unless/until employees are given an
16 opportunity to opt out of disclosure of their personal identifying information.

17 **SPECIAL INTERROGATORY NO. 6**

18 Please state the total number of workweeks your employees worked during the CLASS
19 PERIOD.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 6**

21 HSP incorporates into this response by reference the above preliminary statement and general
22 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
23 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: "total
24 number," "workweeks," "employees," "worked during," and "CLASS PERIOD," as defined by
25 Plaintiff; [2] it is oppressive, unduly burdensome and harassing; [3] it seeks information that is
26 neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery
27 of admissible evidence; [4] it seeks confidential information concerning individuals who are not
28 parties to this action in violation of their privacy rights; and [5] Plaintiff prematurely filed this action

1 before exhausting her administrative remedies with the LWDA before commencing this action
2 against HSP pursuant to PAGA.

3 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6**

4 Subject to and without waiving the foregoing, HSP responds as follows:

5 HSP California employees were employed for approximately 6,231 aggregate weeks
6 (including partial weeks) from December 22, 2022, through March 28, 2025.

7 **SPECIAL INTERROGATORY NO. 7**

8 IDENTIFY all your employees responsible for the contents of wage statements issued to
9 Ruby Pelayo during the CLASS PERIOD.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7**

11 HSP incorporates into this response by reference the above preliminary statement and general
12 objections as though each is set forth in full, and further objects to this interrogatory on the grounds
13 that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: “IDENTIFY”
14 AND “CLASS PERIOD,” as defined by Plaintiff; “employees,” responsible for the contents,” “wage
15 statements,” and “issued;” [2] it is oppressive, unduly burdensome and harassing; [3] it seeks
16 information that is neither relevant to the subject matter of this action nor reasonably calculated to
17 lead to the discovery of admissible evidence; [4] it seeks confidential information concerning
18 individuals who are not parties to this action in violation of their privacy rights; [5] Plaintiff
19 prematurely filed this action before exhausting her administrative remedies with the LWDA before
20 commencing this action against HSP pursuant to PAGA; and [6] it seeks information that is protected
21 from disclosure by the attorney-client privilege and/or the attorney work-product doctrine.

22 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7**

23 Subject to and without waiving the foregoing, HSP responds as follows:

24 HSP did not (and does not) have specific employees responsible for the contents of wage
25 statements of any particular California employee. Throughout Plaintiff’s employment, HSP obtained
26 payroll processing services—including creation and delivery of wage payments and wage
27 statements—from Honeywell International, Inc. The Vice President of HR Services, Payroll &
28 Benefits at Honeywell International, Inc. is Kelley Rousayne. Honeywell International, Inc. is

1 represented by Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and Ms. Rousayne can be contacted
2 through counsel.

3
4 DATED: March 31, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

6
7 By: 

Kyle A. Wende

8 Attorneys for Defendant
9 HONEYWELL SAFETY PRODUCTS USA,
10 INC.

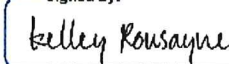
VERIFICATION

I, Kelley Rousayne, declare:

I am the Vice President of Human Resource Services for Defendant HONEYWELL SAFETY PRODUCTS USA, INC. and am authorized to make this verification for and on its behalf. I have read the foregoing DEFENDANT HONEYWELL SAFETY PRODUCTS USA, INC.'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES (SET ONE), and know its contents. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

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

Executed on 3/31/2025, at Charlotte, North Carolina.

Signed by:


Kelley Rousayne

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PROOF OF SERVICE

Ruby Pelayo v. Honeywell Safety Products USA, Inc., et al.
Case No. 37-2023-00055510-CU-OE-CTL

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Los Angeles in the office of a member of the bar of this court at whose direction the service was made. My business address is 400 Capitol Mall, Suite 2800, Sacramento, California 95814. My email address is: christopher.quinn@ogletree.com.

On March 31, 2025, I served the following document(s):

**DEFENDANT HONEYWELL SAFETY PRODUCTS USA, INC.'S FURTHER
RESPONSES TO PLAINTIFFS' SPECIAL INTERROGATORIES (SET ONE)**

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person[s] at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Ian Pancer, Esq.
PANCER LAW CORPORATION
105 West F Street, Suite 400
San Diego, CA 92101
Telephone: (619) 955-6644
Facsimile: (619) 374-7410
Email: ian@sandiegolegal.net
joe@sandiegolegal.net
glaene@sandiegolegal.net

Attorneys for Plaintiff
Ruby Pelayo

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 31, 2025, at Sacramento, California.

Christopher Quinn

Type or Print Name



Signature

EXHIBIT 3

HARDY R. MURPHY, CA Bar No. 187149
hardy.murphy@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

KYLE A. WENDE, SBN 287728
kyle.wende@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 Capitol Mall, Suite 2800
Sacramento, CA 95814
Telephone: 916-840-3150
Facsimile: 916-840-3159

Attorneys for Defendant
HONEYWELL SAFETY PRODUCTS USA, INC.

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

RUBY PELAYO, an individual,

Plaintiff,

vs.

HONEYWELL SAFETY PRODUCTS USA,
INC., a Delaware corporation, and DOES 1
through 50,

Defendants.

Case No. 37-2023-00055510-CU-OE-CTL

**DEFENDANT HONEYWELL SAFETY
PRODUCTS USA, INC.'S FURTHER
RESPONSES TO PLAINTIFF'S REQUEST
FOR ADMISSIONS (SET ONE)**

[Assigned for all purposes to
The Honorable Katherine Bacal, Dept. C-69]

Action Filed: December 22, 2023
Trial Date: None

PROPOUNDING PARTY: Plaintiff Ruby Pelayo

RESPONDING PARTY: Defendant Honeywell Safety Products USA, Inc.

SET NO.: One

Defendant Honeywell Safety Products USA, Inc. ("HSP") responds to plaintiff Ruby
Pelayo's ("Plaintiff") Request for Admissions, Set One, as follows:

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The information provided in these responses is subject to all objections regarding its relevance, materiality, propriety, or admissibility. HSP reserves the right to assert these and any other objections not stated in these responses that would require the exclusion of all or any portion of this information if that information is offered as evidence at any time during this action. HSP may interpose these objections at any time prior to and during the trial/arbitration of this case.

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1. HSP objects to each request below that calls for information protected from disclosure by the attorney-client communications privilege and/or the attorney work-product doctrine. HSP will not provide any such privileged or protected information in response to any request that seeks it.

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5. HSP objects to each request that imposes upon HSP requirements exceeding those set forth in the California Code of Civil Procedure.

RESPONSES TO REQUEST FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Please admit that all wage statements you provided Ruby Pelayo during the CLASS PERIOD listed Honeywell International Inc. as the employer.

DEFINITION

The CLASS PERIOD shall mean December 22, 2022 through the date your responses to this discovery instrument are served.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

HSP incorporates into this response by reference the above preliminary statement and general objections as though each is set forth in full, and further objects to this interrogatory [sic] on the grounds that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: “wage statements,” “provided,” “CLASS PERIOD,” as defined by Plaintiff, and “employer;” and [2] Plaintiff prematurely filed this action before exhausting her administrative remedies with the Labor Workforce and Development Agency (“LWDA”) before commencing this action against HSP pursuant to the Private Attorneys General Act (“PAGA”).

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Subject to and without waiving the foregoing, HSP responds as follows:

Admit that the wage statements furnished to Ruby Pelayo from December 22, 2022, through the end of her employment display Honeywell International Inc. and do not display the name of any other business entity.

REQUEST FOR ADMISSION NO. 2:

Please admit that no wage statements you provided Ruby Pelayo during the CLASS PERIOD listed Honeywell Safety Products USA, Inc. as the employer.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

HSP incorporates into this response by reference the above preliminary statement and general objections as though each is set forth in full, and further objects to this interrogatory [sic] on the

grounds that it is vague, ambiguous and unintelligible, including as to these terms/phrases: “wage statements,” “provided,” “CLASS PERIOD,” as defined by Plaintiff, and “employer;” and [2] Plaintiff prematurely filed this action before exhausting her administrative remedies with the LWDA before commencing this action against HSP pursuant to PAGA.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Subject to and without waiving the foregoing, HSP responds as follows:

Admit.

REQUEST FOR ADMISSION NO. 3:

Please admit that all wage statements you provided to any of your employees during the CLASS PERIOD listed Honeywell International Inc. as the employer.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

HSP incorporates into this response by reference the above preliminary statement and general objections as though each is set forth in full, and further objects to this interrogatory [sic] on the grounds that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: “wage statements,” “provided,” “employees,” “CLASS PERIOD,” as defined by Plaintiff, and “employer;” [2] it is oppressive, unduly burdensome and harassing; [3] it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence; [4] it seeks HSP’s confidential or proprietary business or personnel information and/or trade secrets; [5] it seeks confidential information concerning individuals who are not parties to this action in violation of their privacy rights; and [6] Plaintiff prematurely filed this action before exhausting her administrative remedies with the LWDA before commencing this action against HSP pursuant to PAGA.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Subject to and without waiving the foregoing, and limiting this request to seek information only regarding the individuals that HSP employed in California from December 22, 2022 to the present, HSP responds as follows:

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1 Admit that the wage statements furnished to HSP employees in California from December
2 22, 2022, through the date of these responses display Honeywell International Inc. and do not display
3 the name of any other business entity.

4 **REQUEST FOR ADMISSION NO. 4:**

5 Please admit that no wage statement you provided to any of your employees during the
6 CLASS PERIOD listed Honeywell Safety Products USA, Inc. as the employer.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

8 HSP incorporates into this response by reference the above preliminary statement and general
9 objections as though each is set forth in full, and further objects to this interrogatory [sic] on the
10 grounds that: [1] it is vague, ambiguous and unintelligible, including as to these terms/phrases: “wage
11 statements,” “provided,” “employees,” “CLASS PERIOD,” as defined by Plaintiff, and “employer;”
12 [2] it is oppressive, unduly burdensome and harassing; [3] it seeks information that is neither relevant
13 to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible
14 evidence; [4] it seeks HSP’s confidential or proprietary business or personnel information and/or
15 trade secrets; [5] it seeks confidential information concerning individuals who are not parties to this
16 action in violation of their privacy rights; and [6] Plaintiff prematurely filed this action before
17 exhausting her administrative remedies with the LWDA before commencing this action against HSP
18 pursuant to PAGA.

19 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

20 Subject to and without waiving the foregoing, and limiting this request to seek information
21 only regarding individuals HSP employed in the state of California, HSP responds as follows:

22 Admit.

23 **REQUEST FOR ADMISSION NO. 5:**

24 Please admit that at all times in 2021 you employed Ruby Pelayo.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

26 HSP incorporates into this response by reference the above preliminary statement and general
27 objections as though each is set forth in full, and further objects to this interrogatory [sic] on the
28 grounds that it is vague, ambiguous and unintelligible, including as to these terms/phrases: “all

times,” and “employed;” and [2] Plaintiff prematurely filed this action before exhausting her administrative remedies with the LWDA before commencing this action against HSP pursuant to PAGA.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Subject to and without waiving the foregoing, HSP responds as follows:

Admit that Honeywell Safety Products, Inc. employed Plaintiff from January 1, 2021 to December 31, 2021.

REQUEST FOR ADMISSION NO. 6:

Please admit that at all times in 2022 you employed Ruby Pelayo.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

HSP incorporates into this response by reference the above preliminary statement and general objections as though each is set forth in full, and further objects to this interrogatory [sic] on the grounds that it is vague, ambiguous and unintelligible, including as to these terms/phrases: “all times,” and “employed;” and [2] Plaintiff prematurely filed this action before exhausting her administrative remedies with the LWDA before commencing this action against HSP pursuant to PAGA.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Subject to and without waiving the foregoing, HSP responds as follows:

Admit that Honeywell Safety Products, Inc. employed Plaintiff from January 1, 2022 to December 31, 2022.

REQUEST FOR ADMISSION NO. 7:

Please admit that, during the year 2023, you employed Ruby Pelayo from January 1, 2023 through March 19, 2023.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

HSP incorporates into this response by reference the above preliminary statement and general objections as though each is set forth in full, and further objects to this interrogatory [sic] on the grounds that it is vague, ambiguous and unintelligible, including as to these terms/phrases: “you,” “all times,” and “employed;” and [2] Plaintiff prematurely filed this action before exhausting her

1 administrative remedies with the LWDA before commencing this action against HSP pursuant to
2 PAGA.

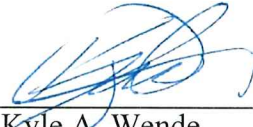
3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

4 Subject to and without waiving the foregoing, HSP responds as follows:

5 Admit that Honeywell Safety Products, Inc. employed Plaintiff from January 1, 2023 to
6 March 19, 2023.

7
8 Dated: March 31, 2025

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

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11 By: 

Kyle A. Wende

12 Attorneys for Defendant
13 HONEYWELL SAFETY PRODUCTS USA,
14 INC.
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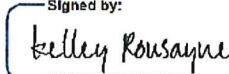
VERIFICATION

I, Kelley Rousayne, declare:

I am the Vice President of Human Resource Services for Defendant HONEYWELL SAFETY PRODUCTS USA, INC. and am authorized to make this verification for and on its behalf. I have read the foregoing DEFENDANT HONEYWELL SAFETY PRODUCTS USA, INC.'S RESPONSE TO PLAINTIFF'S REUQESUT FOR ADMISSIONS (SET ONE), and know its contents. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

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

Executed on 3/31/2025, at Charlotte, North Carolina.

Signed by:

C0E88EF587EA4BF...
Kelley Rousayne

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3 **PROOF OF SERVICE**

4 *Ruby Pelayo v. Honeywell Safety Products USA, Inc., et al.*
5 Case No. 37-2023-00055510-CU-OE-CTL

6 I am and was at all times herein mentioned over the age of 18 years and not a party to the
7 action in which this service is made. At all times herein mentioned I have been employed in the
8 County of Los Angeles in the office of a member of the bar of this court at whose direction the
9 service was made. My business address is 400 Capitol Mall, Suite 2800, Sacramento, California
10 95814. My email address is: christopher.quinn@ogletree.com

11 On March 31, 2025, I served the following document(s):

12 **DEFENDANT HONEYWELL SAFETY PRODUCTS USA, INC.'S FURTHER**
13 **RESPONSES TO PLAINTIFF'S REQUEST FOR ADMISSIONS (SET ONE)**

14 ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an
15 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
16 documents to be sent to the person[s] at the e-mail addresses listed on the attached service
17 list. I did not receive, within a reasonable time after the transmission, any electronic
18 message or other indication that the transmission was unsuccessful.

19 Ian Pancer, Esq.
20 PANCER LAW CORPORATION
21 105 West F Street, Suite 400
22 San Diego, CA 92101
23 Telephone: (619) 955-6644
24 Facsimile: (619) 374-7410
25 Email: ian@sandiegolegal.net
26 joe@sandiegolegal.net
27 glaene@sandiegolegal.net

Attorneys for Plaintiff
Ruby Pelayo

28 ☒ (State) I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

Executed on March 31, 2025, at Sacramento, California.

Christopher Quinn

Type or Print Name



Signature