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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF PLACER**

ELLEN ANN SOUZA, an individual, and on  
behalf of all others similarly situated,

Plaintiff,

v.

GENERAL PLUMBING SUPPLY  
COMPANY, INC., a California corporation;  
and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: S-CV-0052511

[Assigned for all purposes to the Hon. Leon  
A. Dixon in Dept. 40]

**CLASS AND PAGA SETTLEMENT  
AGREEMENT**

Action Filed: March 25, 2024

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ellen Ann Souza (“Plaintiff”) and defendant General Plumbing Supply Company, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

# **1. DEFINITIONS**

1.1. “Actions” mean both (1) the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Ellen Ann Souza v. General Plumbing Supply Company, Inc.*, Case No. S-CV-0052511, initiated on March 25, 2024, and pending in Superior Court of the State of California, County of Placer; and (2) the Plaintiff’s second lawsuit, alleging a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”), against Defendant, captioned *Ellen Ann Souza v. General Plumbing Supply Company, Inc.*, Case. No. S-CV-0052909, initiated on May 30, 2024, and pending in Superior Court of the State of California, County of Placer.

1.2. “Administrator” means Apex 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 “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. “Class” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

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 Actions.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of non-exempt employment (i.e., hire dates, and, if applicable, re-hire date(s), separation date(s), and/or date(s) the employee’s non-exempt status changed to exempt).

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 and Spanish 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 March 25, 2020 through March 19, 2025.

1.13. “Class Representative” means the named Plaintiff in the operative complaints in the Actions 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 Actions and providing services in support of the Actions.

1.15. “Court” means the Superior Court of California, County of Placer.

1.16. “Defendant” means named defendant, General Plumbing Supply Company, Inc.

1.17. “Defense Counsel” means Sara A. Moore and Sarah B. Abshear of Gordon Rees Scully Mansukhani, LLP.

1.18. “Effective Date” means the later of: (a) 61 days after Notice of entry of Final Approval

Order and Judgment , assuming no appeal is filed; or (b) the date of successful resolution of any appeal(s) with respect to Final Approval and Judgment – including expiration of any time to seek reconsideration or further review.

1.19. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

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 based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$360,000.00 (Three Hundred Sixty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked as a non-exempt employee for Defendant during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Workweeks worked as a non-exempt employee for Defendant during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon 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, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Workweek” means any seven-day period during which an employee worked as a non-exempt, hourly paid employee in California for Defendant during the PAGA Period, calculated based on the employee’s hire date, re-hire date(s) (as applicable), termination date(s) (as applicable), and date(s) changed to exempt status (as applicable). PAGA Workweeks may be rounded by the Administrator so long as they are rounded in a consistent manner for all PAGA Members to determine *pro rata* shares.

1.31. “PAGA Period” means the period from March 26, 2023, through the end of the Class Period.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means plaintiff’s March 26, 2024, letter to defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a). Defendant does not concede such PAGA Notice was valid as part of this Agreement.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$9,000.00) and the 75% to the LWDA (\$27,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Ellen Ann Souza, the named plaintiff in the Actions.

1.37. “Preliminary Approval” means the Court’s signed, written order entered granting Preliminary Approval of the Settlement.

1.38. “Proposed Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, that were alleged or could or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged by Plaintiff in the putative class action complaint, regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Class Claims are further described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means any and all claims, arising during the PAGA Period against the Released Parties, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* as well as any interest, fees, and costs available under PAGA that were alleged in the complaint filed in the PAGA Action or that could have been on the factual allegations made by Plaintiff in the PAGA Action, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001), and any other penalties for alleged violations of the Labor Code that could otherwise be recovered pursuant to the procedures provided for in PAGA. Released PAGA Claims are further described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant, and any of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,

successors, assigns, accountants, insurers, reinsurers, and/or legal representatives, whether in their individual or official capacities.

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 forty-five (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) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.45. “Workweek” or “Class Workweek” means any seven-day period during which an employee worked as a non-exempt, hourly paid employee in California for Defendant during the Class Period, based on the employee’s hire date, re-hire date(s) (as applicable), termination date(s) (as applicable), and dates changed to exempt status (as applicable), during the Class Period. Class Workweeks may be rounded by the Administrator so long as they are rounded in a consistent manner for all Class Members to determine pro rata shares.

1.46. “Workweeks Dispute” or “Challenge” means a Class Members and/or PAGA Member’s written letter disputing the number of Class Workweeks and/or PAGA Workweeks credited to them, which must clearly state that the Class Member and/or PAGA Member disputes the number of Class Workweeks or PAGA Workweeks credited to them and what they contend is the correct number to be credited to them. The Class Member and/or PAGA Member must attach any documentation that they have to support the dispute and submit the dispute by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

## 2. RECITALS

2.1. On March 25, 2024, Plaintiff commenced a putative class action lawsuit by filing a complaint against Defendant for: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to timely pay wages, (8) failure to indemnify, (9) violation of Labor Code section 227.3 and (10) unfair competition (the “Class Action”).

2.2. On March 26, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”). Defendant does not concede that Plaintiff’s March 26, 2024 letter constituted valid notice to it or the LWDA under the Labor Code.

2.3. On May 30, 2024, Plaintiff filed a separate representative action, seeking PAGA civil penalties against Defendant for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiff obtained, through informal discovery, a 1/3<sup>rd</sup> sampling of timekeeping and payroll records of Class Members.

2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. On March 19, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.8. The Court has not granted class certification. The Parties agree that the Class and PAGA Class described herein may be certified for settlement purposes only and that any motion for approval seeking, inter alia, certification of the Class and treatment of the PAGA Members as aggrieved is for purposes of settlement only. If for any reason the Agreement is not approved, it will be of no force and effect, and the Parties shall be returned to their original respective

positions. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this Agreement is for settlement purposes only and will not be admissible for any purpose in this or any other proceeding.

2.9. 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.

2.10. Defendant denies liability or wrongdoing of any kind associated with the claims alleged in the Actions, and further denies that the Actions are appropriate for class treatment or PAGA treatment for any purpose other than this settlement. Defendant contends that it has complied at all time with the California Labor Code and California and federal law. Defendant further contends that even if a Court were to determine that it had violated any law based on the allegations, any violations would have been inadvertent. Accordingly, it is Defendant's position that the putative class and/or the allegedly aggrieved employees would be unable to recover any penalties that rely on willful or malicious violation of the law. It is Defendant's position that, if the Actions were to be litigated, class certification would be inappropriate because Plaintiff is not an adequate class representative, PAGA treatment would be inappropriate because Plaintiff is not representative of allegedly aggrieved employees, Plaintiff's claims are not typical of putative class members, and individual issues predominate of class issues, and that Plaintiff's complaints would be subject to demurrer due to failure to exhaust the pre-filing requirements under PAGA and other defenses. The Actions, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the Defendant, or by any purpose whatsoever; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action before a civil court, criminal court, administrative agency of any type, or any other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Actions or with

1 respect to any other proceeding whatsoever. Notwithstanding, in the interest of avoiding further  
2 litigation, Defendant desires to fully and finally settle the Actions, the Released Class Claims,  
3 the Released PAGA Claims, and Plaintiff's released claims.

### 4 **3. MONETARY TERMS**

5 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,  
6 Defendant promises to pay \$360,000.00 as the Gross Settlement Amount, in full resolution of all  
7 claims released in this Agreement below. Defendant has no obligation to pay the Gross  
8 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this  
9 Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking  
10 or requiring Participating Class Members or Aggrieved Employees to submit any claim as a  
11 condition of payment. The Gross Settlement Amount may increase to the extent provided by  
12 Paragraph 8.1. The Gross Settlement Amount does not include employer payroll taxes; employer  
13 payroll taxes will be paid by Defendant, separately and in addition to the Gross Settlement  
14 Amount. None of the Gross Settlement Amount will revert to Defendant.

15 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct  
16 the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
17 in the Final Approval:

18 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than  
19 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA  
20 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will  
21 not oppose Plaintiff's request for a Class Representative Service Payment that does not  
22 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class  
23 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
24 Representative Service Payments prior to the Final Approval Hearing. If the Court  
25 approves a Class Representative Service Payment less than the amount requested, the  
26 Administrator will retain the remainder in the Net Settlement Amount. The  
27 Administrator will pay the Class Representative Service Payment using IRS Form 1099.  
28

1 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
2 Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the  
4 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this  
5 Agreement, is currently estimated to be \$126,000.00 and a Class Counsel Litigation  
6 Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for  
7 these payments provided that do not exceed these amounts. Plaintiff and/or Class  
8 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class  
9 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves  
10 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less  
11 than the amounts requested, the Administrator will allocate the remainder to the Net  
12 Settlement Amount. Released Parties shall have no liability to Class Counsel or any  
13 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee  
14 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will  
15 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one  
16 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes  
17 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
18 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute  
19 or controversy regarding any division or sharing of any of these Payments. There will  
20 be no additional charge of any kind to either the Settlement Class Members or request  
21 for additional consideration from Defendant for such work unless, Defendant materially  
22 breach this Agreement, including any term regarding funding, and further efforts are  
23 necessary from Class Counsel to remedy said breach, including, without limitation,  
24 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees  
25 and/or litigation costs and expenses in amounts that are less than the amounts provided  
26 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

27 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
28

\$6,865.00 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 \$6,865.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$36,000.00 to be paid from the Gross Settlement Amount, with 75% (\$27,000.00) allocated to the LWDA PAGA Payment and 25% (\$9,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share

of PAGA Penalties \$9,000.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.3. Consolidation of Cases and/or Amendment of the Operative Complaint. To implement the terms of the Settlement, if required by the Court, the Parties will enter a stipulation to formally consolidate the Actions. Alternatively, or in addition, if required, the Parties agree that Plaintiffs may seek leave to file, and upon being granted leave, may file a consolidated amended complaint in the PAGA Action that will consolidate the parties and claims asserted in the Actions. Defendant will be given the opportunity to examine any amendments to the consolidated amended complaint that were not present in the prior operative complaints in the Actions. The Parties will execute and submit any stipulation regarding the Actions or will seek to consolidate the Actions and/or obtain leave to file an amended consolidated complaint by way of the motion for preliminary approval, whichever approach facilitates obtaining preliminary approval the soonest.

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

4.1. Class Workweeks and PAGA Workweeks. Based on a review of its records to date, Defendant estimates there are 244 Class Members and 188 of Aggrieved Employees who worked a total of 14,086 PAGA Workweeks.

4.2. Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes

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

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty (20) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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

1 Non-Participating Class Members who qualify as Aggrieved Employees (including  
2 those for whom Class Notice was returned undelivered). The Administrator may send  
3 Participating Class Members a single check combining the Individual Class Payment  
4 and the Individual PAGA Payment. Before mailing any checks, the Settlement  
5 Administrator must update the recipients' mailing addresses using the National Change  
6 of Address Database.

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

16 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
17 PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
18 shall transmit the funds represented by such checks to the California Controller's Office,  
19 Unclaimed Property Fund.

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
21 not obligate Defendant to confer any additional benefits or make any additional  
22 payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
23 specified in this Agreement.

## 24 **5. RELEASE OF CLAIMS**

25 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,  
26 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all  
27 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,  
28

Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from both the Released Class Claims and the Released PAGA Claims, as well as all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, in the operative complaints of the Actions. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that cannot be included by law in this Agreement, or claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. 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 only, Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all of the Released Class Claims, as defined in Paragraph 1.38 above. The Released

Class Claims also include, but are not limited to claims that were alleged, or reasonably could have been alleged, based on the facts stated in the putative class action operative complaint, including: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to timely pay wages, (8) failure to indemnify, (9) violation of Labor Code section 227.3, (10) unfair competition; and (11) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the putative class action operative complaint.

5.3. Except as set forth in Sections 1.38, 1.39, 5.2, and 5.4 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.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from Released PAGA Claims, as defined in Paragraph 1.39 above. The Released PAGA Claims also include, but are not limited to, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint in the PAGA Action and the PAGA Notice.

## **6. MOTION FOR PRELIMINARY APPROVAL**

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

6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or

1 potential conflicts of interest with the Administrator and Cy Pres Recipient.

2 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all  
3 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
4 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the  
5 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor  
6 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and  
7 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from  
8 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting  
9 to its willingness to serve; competency; operative procedures for protecting the security of Class  
10 Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
11 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
12 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
13 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve  
14 and disclosing all facts relevant to any actual or potential conflicts of interest with Class  
15 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to  
16 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA  
17 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative  
18 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,  
19 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class  
20 Members and the Administrator.

21 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
22 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full  
23 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
24 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary  
25 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the  
26 Administrator.

27 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
28

1 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
2 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
3 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
4 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
5 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by  
6 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the  
7 Court's concerns.

## 8 **7. SETTLEMENT ADMINISTRATION**

9 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action  
10 Administration ("Apex") to serve as the Administrator and verified that, as a condition of  
11 appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties  
12 specified in this Agreement in exchange for payment of Administration Expenses. The Parties  
13 and their Counsel represent that they have no interest or relationship, financial or otherwise, with  
14 the Administrator other than a professional relationship arising out of prior experiences  
15 administering settlements.

16 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
17 Identification Number for purposes of calculating payroll tax withholdings and providing reports  
18 state and federal tax authorities.

19 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
20 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section  
21 468B-1.

### 22 7.4. Notice to Class Members

23 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
24 Administrator shall notify Class Counsel that the list has been received and state the  
25 number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA  
26 Workweeks in the Class Data.

27 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14  
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1 days after receiving the Class Data, the Administrator will send to all Class Members  
2 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,  
3 the Class Notice with Spanish translation, substantially in the form attached to this  
4 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the  
5 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable  
6 to the Class Member, and the number of Class Workweeks and PAGA Workweeks (if  
7 applicable) used to calculate these amounts. Before mailing Class Notices, the  
8 Administrator shall update Class Member addresses using the National Change of Address  
9 database.

10 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
12 using any forwarding address provided by the USPS. If the USPS does not provide a  
13 forwarding address, the Administrator shall conduct a Class Member Address Search,  
14 and re-mail the Class Notice to the most current address obtained. The Administrator  
15 has no obligation to make further attempts to locate or send Class Notice to Class  
16 Members whose Class Notice is returned by the USPS a second time.

17 7.4.4. The deadlines for Class Members’ written objections, Disputes/Challenges to  
18 Class Workweeks and/or PAGA Workweeks, and Requests for Exclusion will be  
19 extended an additional 15 days beyond the 45 days otherwise provided in the Class  
20 Notice for all Class Members whose notice is re-mailed. The Administrator will inform  
21 the Class Member of the extended deadline with the re-mailed Class Notice.

22 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
23 discovers any persons who believe they should have been included in the Class Data  
24 and should have received Class Notice, the Parties will expeditiously meet and confer,  
25 and in good faith, in an effort to agree on whether to include them as Class Members.  
26 If the Parties agree, such persons will be Class Members entitled to the same rights as  
27 other Class Members, and the Administrator will send, via email or overnight delivery,  
28

a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever 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 mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 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. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline. The postmark date will be the exclusive means for determining whether any objection or request for exclusion is timely.

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' Releases under Paragraphs 5.2 and 5.3 of this Agreement,

regardless 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 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. Should more than five percent (5%) of Class Members submit a Request for Exclusion, Defendant at its sole option may withdraw from the Settlement by providing written notice to Class Counsel, making this Settlement Agreement null and void. Defendant must provide such notice within fourteen (14) days of being notified by the Administrator of the number of Requests for Exclusion, or fourteen (14) days prior to the Final Approval Hearing, whichever date is later in time. If Defendant opts to withdraw, Defendant shall be responsible for all administration expenses incurred to the point of Defendant's withdrawal.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Class Workweeks and/or PAGA Workweeks to be credited to a disputing Class

Member and/or PAGA Member, Defendant's records will be presumed correct and determinative if the dispute. The Administrator will evaluate the information and/or documents submitted by the Class Member and/or PAGA Member and the Administrator will resolve and determine the number of Class Workweeks and/or PAGA Workweeks that the disputing Class Member and/or PAGA Member should be credited with under the Settlement. The Administrator's decisions on such disputes will be final and not appealable or susceptible to further challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Workweeks to Defense Counsel and Class Counsel and the Administrator's determination regarding 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 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will 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 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 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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 Class Workweeks and/or PAGA Workweeks 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. Class Workweek and/or PAGA Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this

1 Agreement on all Class Member challenges over the calculation of Class Workweeks  
2 and/or PAGA Workweeks as set forth in Section 7.6 above.

3 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file  
4 the Motion for Final Approval of the Settlement, the Administrator will provide to Class  
5 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its  
6 due diligence and compliance with all of its obligations under this Agreement,  
7 including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
8 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total  
9 number of Requests for Exclusion from Settlement it received (both valid or invalid),  
10 the number of written objections and attach the Exclusion List. The Administrator will  
11 supplement its declaration as needed or requested by the Parties and/or the Court. Class  
12 Counsel is responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator  
14 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
15 Class Counsel and Defense Counsel with a final report detailing its disbursements by  
16 employee identification number only of all payments made under this Agreement. At  
17 least 7 days before any deadline set by the Court, the Administrator will prepare, and  
18 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
19 Court attesting to its disbursement of all payments required under this Agreement. Class  
20 Counsel is responsible for filing the Administrator's declaration in Court.

21 7.8.7. Administration of Taxes by Settlement Administrator. The Administrator will be  
22 responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and  
23 Class Counsel any W2, 1099, or other tax forms as may be required by law for all  
24 amounts paid pursuant to this Agreement. The Administrator will also be responsible  
25 for forwarding all payroll taxes, contributions, and withholdings to the appropriate  
26 government authorities.

## 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 244 Class Members and 14,086 Total Workweeks during the Class Period and (2) there are 188 Aggrieved Employees who worked 14,086 PAGA Workweeks during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are no more than 14,086 Class Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 1,409 Workweeks, then, at Defendant's election: (1) the Gross Settlement Amount shall be increased proportionally by the Class Workweeks in excess of 14,086 Workweeks multiplied by the Workweeks Value; or (2) the Class Period shall end on the date the number of Class Workweeks reaches 14,086. The Workweeks Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$360,000.00) by 14,086, which amounts to a Workweek Value of \$25.56. Thus, for example, should there be 15,000 Workweeks during the Class Period, and Defendant elects option (1) above, then the Gross Settlement Amount shall be increased by \$23,361.84 ((15,000 Workweeks – 14,086 Workweeks) x \$25.56 per Workweek.) Defendant shall make its election no later than 30 days after full execution of this Agreement. If Defendant fails to make its election, then option (1) shall be presumed selected.

## 9. MOTION FOR FINAL APPROVAL

Prior to 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 endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. 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

1 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted  
2 by the Court.

3 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
4 Approval on any material change to the Settlement (including, but not limited to, the scope of  
5 release to be granted by Class Members), the Parties will expeditiously work together in good  
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final  
7 Approval. The Court's decision to award less than the amounts requested for the Class  
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
9 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for  
10 alleged wrongful termination, shall not constitute a material modification to the Agreement  
11 within the meaning of this paragraph.

12 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
13 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of  
14 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,  
15 and (iii) addressing such post-Judgment matters as are permitted by law.

16 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
17 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
18 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
19 respective counsel, and all Participating Class Members who did not object to the Settlement as  
20 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
21 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
22 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver  
23 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the  
24 Parties' obligations to perform under this Agreement will be suspended until such time as the  
25 appeal is finally resolved and the Judgment becomes final.

26 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
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modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

#### **10. 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.

#### **11. ADDITIONAL PROVISIONS**

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

**11.2. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant and

1 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
2 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
3 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly  
4 or indirectly, specifically or generally, to any person, corporation, association, government  
5 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
6 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
7 extent necessary to report income to appropriate taxing authorities; (4) in response to a court  
8 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
9 government agency. Each Party agrees to immediately notify each other Party of any judicial or  
10 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant  
11 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
12 other communication, before the filing of the Motion for Preliminary Approval, with any third  
13 party regarding this Agreement or the matters giving rise to this Agreement except to respond  
14 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class  
15 Counsel's communications with Class Members in accordance with Class Counsel's ethical  
16 obligations owed to Class Members.

17 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
19 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's  
20 ability to communicate with Class Members in accordance with Class Counsel's ethical  
21 obligations owed to Class Members.

22 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
23 together with its attached exhibits shall constitute the entire agreement between the Parties  
24 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
25 inducements made to or by any Party.

26 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
27 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
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1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
2 its terms.

3 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
4 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
5 Settlement Agreement, submitting supplemental evidence and supplementing points and  
6 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
7 or content of any document necessary to implement the Settlement, or on any modification of the  
8 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
9 assistance of a mediator and/or the Court for resolution.

10 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
12 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
13 action, or right released and discharged by the Party in this Settlement.

14 1. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel  
15 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be  
16 relied upon as such within the meaning of United States Treasury Department Circular 230 (31  
17 CFR Part 10, as amended) or otherwise. EACH PARTY TO THIS SETTLEMENT  
18 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING  
19 PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER  
20 THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
21 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
22 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR  
23 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS  
24 AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH  
25 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
26 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
27 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);  
28

(2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

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

11.10. 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.

11.11. 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

11.12. 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

11.13. Use 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.

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

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

11.16. 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.

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action 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.

11.18. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel

and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

///

**IT IS SO AGREED:**

*Ellen Souza*

08/01/2026

DocuSigned by:  
*Phil Joukoff*  
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August 27, 2026

Plaintiff, Ellen Ann Souza

Phil Joukoff  
For Defendant, General Plumbing Supply  
Company, Inc.

**AGREED AS TO FORM ONLY:**

*David D. Bibiyan*

08/04/2026

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8/27/26

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EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE  
FOR FINAL APPROVAL HEARING**  
*Souza v. General Plumbing Supply Company.*  
(County of Placer, California Superior Court, Case No. S-CV-0052511)

**As a current or former non-exempt, hourly-paid California employee of General Plumbing Supply Company, Inc., you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of defendant General Plumbing Supply Company, Inc. (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from March 25, 2020 through March 19, 2025 (“Class Period”) in the State of California.

- The settlement is to resolve a class action lawsuit, captioned *Souza v. General Plumbing Supply Company, Inc.*, pending in the Superior Court of California for the County of Placer, Case Number S-CV-0052511 (the “Lawsuit”), alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to timely pay wages upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses; (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition within the meaning of Business and Professions Code section 17200. Plaintiff also seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the Labor Code.
- On [REDACTED], the Placer County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DO NOTHING AND RECEIVE PAYMENT                   | Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.                                                                                                                                                                                                                                                                                         |
| OPT OUT OF THE SETTLEMENT                        | Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from March 26, 2023 through the end of the Class Period ("PAGA Period"), as a non- exempt, hourly-paid employee of |

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | Defendants, as well, then you will be deemed as “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.                                                                                                                                                                                                                                                                              |
| OBJECT TO THE SETTLEMENT | If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 1 of the Placer County Superior Court, located at 101 Maple Street, Auburn, CA 95603. |

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [REDACTED], in the Placer County Superior Court, located at 101 Maple Street, Auburn, CA 95603, in Department 40. You are not required to attend the Hearing, but you are welcome to do so.

### **Why Am I Receiving This Notice?**

Defendants’ records show that you currently work, or previously worked, for Defendants, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Class Notice. This Class Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

### **What is This Case About?**

Ellen Souza was an hourly-paid, non-exempt employee of Defendants. She is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to timely pay wages upon separation, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to indemnify for business expenses, failure to pay unused vested vacation time, and engaging in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act (“PAGA”). Defendants deny all the allegations made by Plaintiff and deny that they violated any law.

**Questions? Contact the Settlement Administrator toll free at [REDACTED]**

The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

### **Summary of the Settlement Terms**

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Settlement Amount of \$360,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Settlement Administration Costs up to \$6,865.00.00; (2) a service award of not more than \$7,500.00 to Plaintiff, for her time and effort in pursuing this case; (3) up to thirty-five percent (35%) of the Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$126,000.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$36,000.00 of the Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$27,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$9,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

### **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount / total Class Eligible Workweeks) × Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$10,500.00 allocated to PAGA Members as PAGA penalties, whether or not they opt out, based on the number of Eligible PAGA Pay Periods worked by each PAGA Member during the PAGA Period.

Defendants' records indicate that you worked [Number of Eligible Workweeks] Eligible Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Number of Eligible PAGA Pay Periods] Eligible PAGA Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

### **Tax Reporting**

100% of the payments for PAGA penalties to PAGA Members will be allocated as penalties reported on IRS Form 1099. 15% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 85% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the *cy pres* recipient, Legal Aid at Work.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

## **Your Options Under the Settlement**

### ***Option 1 – Do Nothing and Receive Your Payment***

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Released Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all of the Released Class Claims, as defined in Paragraph 1.38 above. The Released Class Claims also include, but are not limited to claims that were alleged, or reasonably could have been alleged, based on the facts stated in the putative class action operative complaint, including: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to timely pay wages, (8) failure to indemnify, (9) violation of Labor Code section 227.3, (10) unfair competition; and (11) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the putative class action operative complaint.

Except as set forth in the 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

Released PAGA Claims: For the duration of the PAGA Period, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from Released PAGA Claims, as defined in Paragraph 1.39 above. The Released PAGA Claims also include, but are not limited to, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint in the PAGA Action and the PAGA Notice.

“Released Parties” means Defendant, and any of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives, whether in their individual or official capacities.

### ***Option 2 – Opt Out of the Settlement***

If you do not wish to receive your Individual Settlement Payment or release the Released Class Claims, you may

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, last four (4) digits of your Social Security Number, your signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Apex Class Action Administration

[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are PAGA Member, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

### **Option 3 – *Submit an Objection to the Settlement***

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, telephone number, last four (4) digits of your Social Security Number, and a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] .m. in Department 1 of the Placer County Superior Court, located at 101 Maple Street, Auburn, CA 95603, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.placer.courts.ca.gov/remote-appearances>. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

**BIBIYAN LAW GROUP, P.C.**

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

Vedang J. Patel (SBN 328647)  
*vedang@tomorrowlaw.com*  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 1 of the Placer County Superior Court, located at 101 Maple Street, Auburn, CA 95603, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.placer.courts.ca.gov/online-services/online-case-access>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**