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on behalf of all others similarly situated

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 Department 40]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY**

DECLARATION OF VEDANG J. PATEL

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am an attorney at Bibiyan Law Group, P.C., counsel for Plaintiff Ellen Ann Souza (“Plaintiff”) and all others similarly situated and aggrieved. As such, I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. On March 25, 2024, Plaintiff commenced this action by filing a class action complaint in the Superior Court of California, County of Placer, Case No. S-CV-0052511, against Defendant General Plumbing Supply Company, Inc. (“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”).

3. On March 26, 2024, Plaintiff filed with the Labor and Workforce Development Agency (“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”). A true and correct copy of the PAGA Notice is attached hereto as Exhibit “2.”

4. On May 30, 2024, Plaintiff filed a separate representative action seeking civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) in the Superior Court of California, County of Placer, Case No. S-CV-0052909 (the “PAGA Action”).

5. Thereafter, the Parties agreed to exchange informal discovery and participate in private mediation. Prior to mediation, Plaintiff obtained through informal discovery, among other things, a one-third sampling of timekeeping and payroll records of Class Members.

6. On March 19, 2025, the Parties participated in an all-day private mediation before Tagore Subramaniam, Esq. The mediation was successful, and the Parties agreed to globally resolve all Class and PAGA claims in the Action.

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

8. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice and have concluded that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

The Proposed Settlement

Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769 et seq., the Parties have agreed to settle the Action upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached hereto as Exhibit “1.” A summary of the material terms of the Settlement is as follows:

Defendant will stipulate, for purpose of this settlement only, as follows:

- Certification of a class (“Class,” “Settlement Class Members,” or “Class Members”) defined as: All persons employed by Defendant in California and classified as non-exempt, hourly-paid employee who worked for Defendant during the period from March 25, 2020, through March 19, 2025 (the “Class Period”).
- Defendant will pay \$360,000.00 (“Gross Settlement Amount”) to resolve the matter.
- Defendant will pay the employer’s share of payroll taxes on the Wage Portions of the Individual Class Payments separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Participating Class Members will be paid their pro rata share of the Net Settlement Amount based on the total number of Workweeks worked during the Class Period.
- The settlement administration costs, not to exceed \$6,865.00, will be paid out of the Gross Settlement Amount.

- Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., may apply for, and Defendant will not oppose, attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which amounts to \$126,000.00, and actual costs, not to exceed \$30,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby apply for, and Defendant will not oppose, a Class Representative Service Payment of up to \$7,500.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" are defined as "all persons employed by Defendant in California and classified as non-exempt, hourly-paid employee who worked for Defendant during the period from March 26, 2023, through the end of the Class Period" (the "PAGA Period").
- Defendant has agreed to pay \$36,000.00 as PAGA penalties, seventy-five percent (75%) or \$27,000.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount, and twenty-five percent (25%) or \$9,000.00 of which will be distributed to the Aggrieved Employees.
- Participating Class Members will receive an Individual Class Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Class Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) days from issuance. Any checks not cashed within one hundred eighty (180) days after issuance will be void, and the funds associated with such uncashed checks will be transmitted to the California Controller's Office Unclaimed Property Fund.

Settlement Agreement and Accompanying Documents

9. Attached hereto as Exhibit "1" is a true and correct copy of the Agreement fully executed by the Parties.

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1 10. Attached to the Agreement as Exhibit “A” thereto is the proposed Notice of
2 Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”) to be
3 distributed to Class Members in English and Spanish.

4 11. The Parties have agreed to use Apex Class Action Administration, an experienced
5 settlement administrator, to administer the Settlement.

6 12. On or about September 24, 2026, I submitted a copy of the Settlement Agreement
7 to the LWDA in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct
8 copy of the LWDA submission confirmation is attached hereto as Exhibit “3.”

9 **The Settlement was Negotiated at Arms-Length and not Collusive**

10 13. The Settlement that has been reached, subject to this Court’s approval, is a product
11 of substantial efforts by the Parties and their counsel. The Settlement was reached after factual and
12 legal investigation and research; the exchange of informal discovery; the review and analysis of a
13 one-third sampling of timekeeping and payroll records of Class Members; analysis of Workweeks
14 worked by Class Members during the Class Period; analysis of the number of bi-weekly PAGA pay
15 periods and number of Aggrieved Employees during the PAGA Period for calculating PAGA
16 penalties; analysis of the potential exposure for unpaid wages, overtime, meal period premiums, rest
17 period premiums, wage statement penalties, waiting time penalties, reimbursement claims, and
18 related claims; analysis of Plaintiff’s employment records and information; extensive
19 correspondence and communication between counsel; and preparation for and attendance at an all-
20 day private mediation before Tagore Subramaniam, Esq., followed by further discussions and
21 coordination to finalize the terms and conditions of the Settlement agreed to by the Parties.

22 14. While Class Counsel believe in the chance of success of certifying the claims, Class
23 Counsel recognized the potential risk, expense, and complexity posed by further litigation.
24 Moreover, litigating Plaintiff’s claims in this litigation—claims that involve approximately 244
25 Class Members during the Class Period—would require substantial preparation and discovery, and
26 ultimately would involve the deposition and presentation of numerous witnesses, including Class
27 Members and expert witnesses, as well as the consideration, preparation, and analysis of expert
28 reports. Therefore, should litigation have progressed any further, there would have been significant

1 expense incurred by each side, above and beyond the expense already incurred.

2 **The Settlement Amount is Well Within the Range of Reasonableness**

3 15. The settlement amount reached in this case provides significant recovery to Class
4 Members and Aggrieved Employees and falls within the range of reasonableness. Based on
5 documents and information provided by Defendant, Class Counsel understand there are
6 approximately 244 Class Members, 14,086 Total Workweeks during the Class Period, 188
7 Aggrieved Employees, and 14,086 PAGA Workweeks, or 7,043 bi-weekly PAGA pay periods,
8 during the PAGA Period.

9 **Unpaid Wages for Failure to Pay Off-the-Clock Work**

10 16. Class Counsel theorized, based on Plaintiff's narrative evidence and documents
11 produced by Defendant, that Defendant failed to pay all wages due to Class Members because
12 Defendant required employees to perform work off-the-clock and/or under Defendant's control
13 without compensation. This includes, without limitation, time spent walking from designated
14 employee parking areas to the facility, locating and using Defendant's timekeeping system, dealing
15 with timekeeping issues and malfunctioning timekeeping equipment or software, as well as work
16 performed during otherwise unpaid meal periods when employees were required to remain available
17 to assist customers, answer calls, or respond to supervisor requests. Class Counsel further theorized
18 that Defendant's pay practices resulted in additional unpaid wages because employees were not
19 always paid for all time worked and because commissions were not always properly included in
20 calculating overtime and premium wages.

21 17. Based on Defendant's records and Plaintiff's narrative evidence: (1) the average rate
22 of pay during the relevant period was approximately \$25.60; and (2) approximately 72.1% of shifts
23 worked were over eight (8) hours in length; and (3) there were approximately 61,633 shifts worked
24 by Class Members during the Class Period. Class Counsel theorized and alleged, based on the
25 foregoing, that Class Members performed approximately five (5) minutes of off-the-clock work for
26 every shift throughout the Class Period. Thus, one calculation made by Class Counsel resulted in
27 Defendant's potential exposure for off-the-clock work in the approximate amount of **\$214,705.31**
28 $([61,633 \text{ shifts} \times 0.083 \text{ hours per shift} \times \$25.60/\text{hour} \times 0.721 \text{ shifts over eight (8) hours} \times 1.5$

overtime rate] + [61,633 shifts x 0.083 hours per shift x \$25.60/hour x 0.279 shifts under eight (8) hours x 2 liquidated damages].

18. Class Counsel understand from the mediator and the mediation process that Defendant makes the following defenses in connection with this claim: Defendant contends that that their policies specifically prohibit off-the-clock work. Defendant contends that it did not require Class Members to work off-the-clock and, rather, they were paid for all time suffered or permitted to work, including overtime pay. Finally, Defendant contends that any allegations that Class Members were required to be under Defendant's control off-the-clock work would necessitate an individualized inquiry into when and why, making this claim not subject to class treatment and any trial in this litigation unmanageable. Defendant contends that no damages can be recovered here, and, even if, *arguendo*, they could, an estimate of five (5) minutes of unpaid work off-the-clock of Class Members for *every* shift during the Clas Period is an exaggeration of time spent working off-the-clock if *any* such time was spent. Thus, Defendant contends that no monies are owed under this theory.

Recovery of Damages for Non-Compliant Meal Periods

19. Class Counsel theorized at the mediation, based on Plaintiff's narrative evidence and documents produced by Defendant, that Defendant's meal period policies and practices during the Class Period were non-compliant. Class Counsel understood, based on Plaintiff's narrative evidence and Defendant's records, that Class Members were not consistently provided timely, duty-free, uninterrupted meal periods of at least thirty (30) minutes for shifts exceeding five (5) hours. Plaintiff reported that, for a period of time, she and other Class Members did not receive compliant meal periods despite working qualifying shifts. Plaintiff further reported that meal periods were frequently late, interrupted, shortened, or missed because Defendant was understaffed, employees were expected to prioritize customers, and employees were required to remain available to assist customers, answer calls, or respond to supervisor requests. Class Counsel further theorized that meal periods were frequently non-compliant due to understaffing and the resulting inability of employees to secure coverage. Consistent with Plaintiff's account, Defendant's records reflected significant meal-period issues, including recorded shifts over ten (10) hours without a recorded second meal

1 period. In addition, while Defendant paid some meal-period premiums during the Class Period,
2 Class Counsel theorized that those premiums did not fully compensate Class Members for all non-
3 compliant meal periods.

4 20. Class Counsel theorized, based on documents produced by Defendant, that
5 Defendant incurred substantial meal-period premium exposure during the Class Period. Plaintiff
6 estimated that a substantial number of qualifying shifts resulted in meal period violations, including
7 late, missed, interrupted, short, or otherwise non-duty-free meal periods.

8 21. Class Counsel theorized that there are approximately 8,289 unique meal period
9 violations (*i.e.* meal periods that were missed, short, or were exactly 30 minutes in length).
10 However, Class Counsel acknowledged that Defendant paid 581 meal period premiums. Thus,
11 one calculation performed by Class Counsel at mediation resulted in **Defendant's exposure for**
12 **failure to provide compliant meal periods in a conservative amount of \$197,324.80** [(8,289
13 meal period violations – 581 meal period premiums paid) x 25.60/hour].

14 22. Class Counsel understand from the mediator and the mediation process that
15 Defendant makes the following arguments in connection with this claim: Defendant argues that it
16 maintained lawful meal period policies and provided employees with the opportunity to take
17 compliant meal periods. Defendant further contends that its records accurately reflect meal periods
18 taken by employees and disputes Plaintiff's contention that employees were not relieved of duty or
19 were required to work through meal periods. Defendant also asserts that any allegedly missed, late,
20 short, interrupted, or on-duty meal periods were the result of individual circumstances and would
21 require individualized inquiries, making class treatment inappropriate. Defendant further disputes
22 Plaintiff's assumptions regarding the frequency of meal period violations and contends that meal
23 period premiums were paid when owed. Thus, Defendant contends that *no* monies are owed on this
24 account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

25 **Recovery of Damages for Non-Compliant Rest Periods**

26 23. Class Counsel theorized at the mediation, based on Plaintiff's narrative evidence and
27 documents produced by Defendant, that Class Members were not provided compliant rest periods
28 throughout the Class Period. Class Counsel understand, based on Plaintiff's narrative evidence, that

1 rest periods were frequently missed, shortened, or interrupted due to understaffing, workload
2 demands, customer-service expectations, and the nature of the work performed. Plaintiff reported
3 that employees were often required to remain available during purported rest periods, respond to
4 work-related issues, assist customers, answer calls, or forego breaks entirely in order to complete
5 assigned duties. Class Counsel further understand that Defendant did not maintain records reflecting
6 whether compliant rest periods were actually provided, and did not consistently pay rest period
7 premiums when compliant rest periods were not provided.

8 24. Thus, one calculation performed by Class Counsel at mediation resulted in,
9 assuming a forty percent (40%) violation rate, **Defendant's exposure for failure to provide**
10 **compliant rest periods in a conservative amount of \$626,503.68** (61,182 eligible shifts x 0.4
11 violation rate x \$25.60/hour).

12 25. Class Counsel understand that Defendant makes the following defenses in
13 connection with this claim: Defendant argues that it had compliant rest period policies and practices.
14 Defendant argues that Class Members took timely and full rest periods. Defendant contends that its
15 policy requires their employees to take timely and full rest periods. Defendant further contends that
16 any instance of a Class Member failing to take a compliant rest period was voluntary, in violation
17 of their rest period policy, would necessitate an individualized inquiry and would not lend itself to
18 a manageable trial. Finally, Defendant contends that a forty percent (40%) violation rate is a wild
19 exaggeration of non-compliant rest periods, if there were any. Thus, Defendant contends that *no*
20 monies are owed for this account but, even if any amounts were due, the amount calculated by Class
21 Counsel is excessive.

22 **Failure to Reimburse Business Expenses**

23 26. Class Counsel theorized at the mediation, based on Plaintiff's narrative evidence and
24 documents produced by Defendant, that Defendant failed to reimburse Class Members for necessary
25 business expenses incurred in violation of California law. Class Counsel understand, based on
26 Plaintiff's narrative evidence, that Defendant did not provide company cell phones or laptops to
27 employees and did not pay reimbursement for employees' use of their personal cell phones for work-
28 related purposes. Plaintiff further reported that Defendant required employees to use their personal

1 vehicles for work-related tasks, including delivering products to customers, but did not maintain a
2 compliant mileage reimbursement policy or reimburse employees for those expenses. However,
3 after investigation and diligent inquiry, Class Counsel discounted this theory of liability at the time
4 of mediation to focus on Plaintiffs' other wage-and-hour claims, among others.

5 27. Class Counsel understand from the mediator and the mediation process that
6 Defendant makes the following defenses in connection with this claim: Defendant contends that it
7 complied with all applicable reimbursement obligations and that employees were not required to
8 incur unreimbursed business expenses. Defendant further contends that any alleged use of personal
9 cell phones or vehicles was either not required, not necessary, not incurred for Defendant's benefit,
10 or would require individualized inquiries as to whether an expense was incurred, whether it was
11 necessary, whether Defendant knew or should have known of the expense, and the amount of any
12 reimbursement owed. Defendant also disputes Plaintiff's estimated reimbursement amount and
13 denies that any reimbursement is owed. Thus, Defendant contends that *no* monies are owed on this
14 account.

15 **Wage Statement Violations**

16 28. Class Counsel understand from the data provided by Defendant that there were
17 7,043 pay periods during the relevant statutory time period for Class Members. If, in fact, Class
18 Members worked every off-the-clock every shift as set forth above, and no rest premiums were
19 paid, every wage statement would thus, Class Counsel theorized, violate Labor Code section 226.
20 However, due to the derivative nature of wage statement penalties, as well as the requirement that
21 Defendant's failure to comply with Labor Code section 226 be knowing and intentional, one
22 calculation performed by Class Counsel at mediation, based on the initial penalty of fifty dollars
23 (\$50) in light of Defendant's defenses, resulted in **Defendant's maximum exposure for wage**
24 **statement violations in the amount of \$352,150** (7,043 pay periods x \$50/pay period).

25 29. Class Counsel understand that Defendant makes the following defenses in
26 connection with this claim: Defendant contends that the wage statements issued to the employees
27 fully complied with Labor Code section 226. Defendant contends that because it believes no wages
28 are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand

1 the risks inherent in this claim if the above claims were not certified. Class Counsel also had to
2 factor in, and did factor in, the risk that the Court would find there was no injury to Class Members
3 even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both
4 of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel
5 also note that the calculation used does not take into account the fact that all Class Members did
6 not work all pay periods and, therefore, Class Counsels' calculation does not take into account the
7 maximum penalty of \$4,000 in Plaintiff's exposure model used at mediation.

8 **Waiting Time Penalties**

9 30. Class Counsel theorized, based on relevant documents provided by Defendant that,
10 under Labor Code section 203, Defendant is liable to pay each Settlement Class Member, who was
11 terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty
12 for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay
13 all wages due at the time of termination or resignation. Based on relevant documents provided by
14 Defendant, there were approximately forty-four (44) Class Members who were terminated or
15 resigned during the relevant statutory period. Thus, one calculation performed at mediation by Class
16 Counsel resulted in **Defendant's exposure for waiting time penalties to be approximately**
17 **\$270,336** (44 separated Class Members x \$25.60/hour x 8 hours x 30 days).

18 31. Class Counsel understand that Defendant contends that there is no credence to
19 Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that
20 theory. Finally, Defendant contends that its actions were not "willful" and that, thus, waiting time
21 penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

22 **PAGA Penalties**

23 32. Class Counsel understand from the time and payroll data provided by Defendant
24 that there were approximately 7,043 pay periods in the PAGA Period and approximately 188
25 aggrieved employees during that time. Plaintiff's claims in the Action under PAGA are
26 substantially similar to those described herein. PAGA penalties include penalties for initial
27 violations and subsequent violations. While Defendant contends that only initial violation rates
28 may be applied, Plaintiff's claims include multiple predicate Labor Code violations, including:

1 (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal
2 periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu
3 thereof; (5) failure to timely pay wages during employment; (6) failure to provide accurate wage
4 statements; (7) failure to timely pay all wages upon separation of employment; (8) failure to
5 indemnify employees for necessary business expenses; and (9) violation of Labor Code section
6 227.3.

7 33. While Class Counsel are informed and believe that reasonable minds differ with
8 regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate
9 Defendant's maximum exposure in PAGA penalties as follows:

10 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
11 initial violation and \$100 for each subsequent violation. Applying the initial violation rate for all
12 pay periods—given the absence of any prior governmental finding of violation—and assuming
13 one violation per pay period during the PAGA Period, this results in a maximum exposure of
14 \$352,150.00 (7,043 pay periods × \$50).

15 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
16 \$100 for an initial violation and \$250 for each subsequent violation. Applying the initial violation
17 rate for all pay periods—given the absence of any prior governmental finding of violation—and
18 assuming one violation per pay period during the PAGA Period, this results in a maximum
19 exposure of \$704,300.00 (7,043 pay periods × \$100).

20 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
21 initial violation and \$100 for each subsequent violation. Applying the initial violation rate for all
22 pay periods—given the absence of any prior governmental finding of violation—and assuming
23 one violation per pay period during the PAGA Period, this results in a maximum exposure of
24 \$352,150.00 (7,043 pay periods × \$50).

25 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
26 initial violation and \$100 for each subsequent violation. Applying the initial violation rate for all
27 pay periods—given the absence of any prior governmental finding of violation—and assuming
28

one violation per pay period during the PAGA Period, this results in a maximum exposure of \$352,150.00 (7,043 pay periods × \$50).

e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of \$704,300.00 (7,043 pay periods × \$100).

f. Failure to Reimburse Business Expenses: Labor Code section 2699 prescribes penalties of \$100 for an initial violation and \$200 for each subsequent violation. Applying the initial violation rate for all pay periods—given the absence of any prior governmental finding of violation—and assuming one violation per pay period during the PAGA Period, this results in a maximum exposure of \$704,300.00 (7,043 pay periods × \$100).

g. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for an initial violation and \$200 for each subsequent violation. Because this violation arises only upon separation of employment, it is appropriate to assume one violation per aggrieved employee. Based on Defendant's data, approximately 44 Aggrieved Employees were separated from employment during the PAGA Period. Applying the initial violation rate of \$100, this results in a maximum exposure of \$4,400.00 (44 employees × \$100).

i. Conclusion: Class Counsel calculated Defendant's total maximum exposure for PAGA penalties—assuming a violation at the applicable initial penalty rate across the predicate Labor Code violations identified above, and no discretionary reduction by the Court—to be approximately **\$3,173,750** across all alleged violations. Class Counsel recognize that this represents a theoretical ceiling rather than a likely recovery, as courts routinely exercise their discretion to substantially reduce PAGA penalties where warranted. Class Counsel understand that Defendant advanced several defenses in connection with these claims. Defendant contends that no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure

1 calculated by Class Counsel is vastly overstated. Defendant argues that PAGA penalties cannot
2 and should not be stacked across overlapping violations; that individualized issues predominate;
3 and that Plaintiff cannot establish a violation for each pay period. Defendant further contends that
4 a court is unlikely to exercise its discretion to impose civil penalties under PAGA where there is
5 no evidence that any Labor Code violation was knowing or intentional. Finally, Defendant asserts
6 that because Class Members are already eligible for class action damages under overlapping
7 claims, an additional award of PAGA penalties would constitute impermissible double recovery.

8 Class Counsel maintain that it is possible to recover the subsequent violation rate for
9 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
10 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believes a ninety percent
11 (90%) discount of this claim to be reasonable, resulting in a valuation of **\$313,375** as a
12 reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties
13 (\$3,173,750 x 0.10).

14 **Conclusion**

15 34. When including derivative penalties, such as waiting time penalties, wage
16 statement violations, and a reasonable valuation of PAGA penalties, Class Counsel theorized
17 Defendant's maximum exposure to be approximately **\$1,978,395**. This amount reflects the
18 aggregation of estimated exposure for unpaid off-the-clock wages, meal period premiums, rest
19 period premiums, unreimbursed business expenses, wage statement penalties, waiting time
20 penalties, and a discounted valuation of PAGA penalties to account for litigation risk and the
21 Court's discretion in awarding civil penalties. In all, Class Counsel obtained a Gross Settlement
22 Amount of \$360,000.00. Particularly in light of the risks involving obstacles to class certification,
23 all issues and risks related to liability, the issues with manageability at trial, the discretionary
24 nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate
25 settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and
26 adequate, and in the best interest of Class Members.

27 35. Moreover, \$36,000.00 of the Gross Settlement Amount was attributed to PAGA
28 penalties. This allocation was decided mutually by the Parties and the mutual decision was based

1 on: (1) the fact that damages are available for the wage claims while only penalties are available
2 for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack
3 PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount
4 of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA
5 penalties at all in light of the fact that damages are available for Class Members and it may find
6 any further liability against Defendant unnecessarily punitive.

7 **The Proposed Attorneys' Fees and Costs are Reasonable**

8 36. Class Counsel seek an award of attorneys' fees of up to thirty-five percent (35%) of
9 the Gross Settlement Amount, which amounts to \$126,000.00, and reimbursement of litigation costs
10 not to exceed \$30,000.00.

11 **The Requested Enhancement Award to the Named Plaintiff**
12 **and Class Representative is Reasonable**

13 37. I am informed and believe Defendant does not oppose the requested enhancement to
14 Plaintiff. Class Counsel seek an extremely limited enhancement of \$7,500.00 to Plaintiff for her
15 service.

16 **Conditional Certification for Settlement Purposes**

17 **Ascertainability**

18 38. Here, the Class Members definition (*i.e.*, all individuals employed by Defendant in
19 California as non-exempt, hourly paid employees during the Class Period) is derived from the
20 operative complaint. Based solely on Defendant's payroll records, there are approximately 244
21 Class Members.

22 **Numerosity**

23 39. Class Counsel understand from documents provided that Defendant identified at least
24 244 Class Members.

25 **Commonality**

26 40. This litigation is brought to resolve common issues that include whether Defendant
27 failed to pay for all hours worked; whether Defendant properly included all required remuneration,
28 including commissions, in the regular rate of pay; whether Defendant provided full, timely and

1 uninterrupted meal and rest periods; whether Class Members are entitled to premium pay for
2 incomplete, untimely or interrupted meal or rest periods; whether Defendant reimbursed necessary
3 business expenses; whether Defendant provided accurate wage statements; and whether Defendant
4 timely paid all wages due upon separation, among other claims as set forth above.

5 **Typicality**

6 41. I believe Plaintiff: (1) is a non-exempt, hourly paid employee like other Class
7 Members; (2) complains of not being paid for all time under Defendant's control or suffered and/or
8 permitted to work for Defendant; (3) alleges he did not receive premium pay for meal periods that
9 were not compliant with the Labor Code; and (4) alleges he did not receive premium pay for rest
10 periods that were not provided, among others as set forth above. Thus, the Parties agree for
11 settlement purposes only that Plaintiff's claims regarding policies and practices at the core of this
12 lawsuit are typical of the Class.

13 **Adequacy of Vedang J. Patel**

14 42. I graduated with a Bachelor of Arts degree in Economics from the University of
15 California, Davis in 2016.

16 43. I received my Juris Doctorate from the UCLA School of Law in 2019.

17 44. After graduating from law school, I practiced law as a member of Murchison &
18 Cumming, LLP on a variety of matters on behalf of defendants.

19 45. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs
20 in matters of employment law, and specifically on issue of unpaid wages and class action
21 settlements.

22 46. I am currently a Partner at Bibiyan Law Group, P.C. and head of the Settlement
23 Department. Among other tasks, I oversee and manage all settlements at Bibiyan Law Group, P.C.
24 I also oversee several attorneys, paralegals, and legal assistants and have overseen the settlement
25 of over one hundred (100) class and PAGA matters while with Bibiyan Law Group, P.C.

26 47. I have also been appointed as Class Counsel in the past in the following actions:

27 • *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los
28 Angeles, Honorable Lawrence P. Riff presiding;

1 • *Ortega Chavez v. Winkpak Lane, Inc.* Case No. CIVSB2202274, California Superior
2 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
3 • *Taat v. Acell. Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior
4 Court, County of San Diego, Honorable Matthew Brainer presiding;
5 • *Jordan v. The Martin-Brower Company.* Case No. 21STCV41435, California Superior
6 Court, County of Los Angeles, Honorable Stuart Rice presiding;
7 • *Williams v. Marrs.* Case No. 21STCV23775, California Superior Court, County of Los
8 Angeles, Honorable Stuart Rice presiding;
9 • *Russell v. Staffmark.* Case No. CVRI2103921, California Superior Court, County of
10 Riverside, Honorable Harold Hopp presiding;
11 • *Ortega Chavez v. Winkpak Lane, Inc., et al.* Case No. CIVSB2202274, California
12 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
13 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al.* Case No. 22STCV21188, California
14 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
15 • *Correia v. Gallo Glass Company, et al.* Case No. CV-21-006459, California Superior
16 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
17 • *Hernandez v Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
18 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;
19 • *Moreno v. Infiniti Group LLC., et al.* Case No. CIVSB2223551, California Superior
20 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
21 • *Kelley v. Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
22 Court, County of San Bernardino, honorable Jessica Morgan presiding;
23 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al.* Case No. JCCP5244, California
24 Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;
25 • *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of
26 Los Angeles, Honorable Christopher Lui presiding.
27 • *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California
28 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

1 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al.* Case No.
2 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl
3 presiding;

4 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722,
5 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;

6 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No.
7 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F.
8 Highberger presiding;

9 • *Trigueros Garcia v. Highland Plastics, Inc., et al.*, Case No. CVRI2202836, California
10 Superior Court, County of Riverside, Honorable Harold Hopp presiding;

11 • *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California
12 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

13 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California
14 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

15 • *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
16 California Superior Court, County of Ventura, Honorable Henry Walsh presiding;

17 • *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California
18 Superior Court, County of Tulare, Honorable Brett Hillman presiding;

19 • *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
20 Court, County of San Bernardino, Honorable Jessica Morgan presiding;

21 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
22 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
23 presiding;

24 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
25 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;

26 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
27 Superior Court, County of San Bernardino, Honorable David Cohn presiding;

28 ///

1 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior
2 Court, County of San Bernardino, Honorable David Cohn presiding;
3 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
4 County of Monterey, Honorable Thomas W. Wills presiding;
5 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
6 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
7 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California
8 Superior Court, County of Alameda, Honorable Michael Markman presiding;
9 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
10 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
11 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
12 Court, County of Los Angeles, Honorable Laura Seigle presiding;
13 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California
14 Superior Court, County of Alameda, Honorable Noel Wise presiding;
15 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
16 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
17 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
18 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
19 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
20 Court, County of Imperial, Honorable Jeffery B. Jones presiding;
21 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior
22 Court, County of Solano, Hon. Christine A. Carringer presiding;
23 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior
24 Court, County of Solano, Hon. Christine A. Carringer presiding;
25 • *Olivares v. PCI Industries, LLC, et al.* Case No. 22STCV37965, California Superior
26 Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
27 • *Sarmiento v. The Neil Jones Food Company., et al.* Case No. 21CECG03825, California
28 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;

1 • *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441,
2 California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
3 • *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-
4 OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;
5 • *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California
6 Superior Court, County of Alameda, Hon. Michael Markman presiding;
7 • *Williams v. Fortec Medical, Inc., et al.* Case No. 22CV014116, California Superior
8 Court, County of Alameda, Hon. Michael Markman presiding; and
9 • *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No.
10 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;
11 • *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302,
12 California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;
13 • *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior
14 Court, County of Santa Clara, Hon. Theodore C. Zayner;
15 • *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California
16 Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding;
17 • *Montoya v. TLMVACO LLC., et al.,* Case No. 23CV001593, California Superior Court,
18 County of Monterey, Honorable Thomas W. Willis presiding;
19 • *Getaw v. Consolidated Disposal Services LLC., et al.,* Case No. 21STCV22036,
20 California Superior Court, County of Los Angeles, Honorable Elihu Berle presiding;
21 • *Barocio v. Industrial Field Services Inc., et al.,* Case No. 23STCV01522, California
22 Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
23 • *Federics v. The HWood Group, LLC., et al.,* Case No. 21STCV44105, California
24 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
25 • *Rosa v. Paqueteria HR Express, Inc., et al.,* Case No. 23STCV00890, California Superior
26 Court, County of Los Angeles, Honorable Theresa M. Traber presiding;
27 • *Martnez v. Kenyon Plastering, Inc., et al.,* Case No. CIVSB2216155, California Superior
28 Court, County of San Bernardino, Honorable Christian Towns presiding;

1 • *Mora v. IGT Global Solutions Corporation, et al.*, Case No. 22STCV05393, California
2 Superior Court, County of Los Angeles, Honorable Timothy Patrick Dillon presiding;
3 • *Ramirez v. Primez Farms LLC, et al.*, Case No. 20STCV06328, California Superior
4 Court, County of Los Angeles, Honorable Elaine Lu presiding;
5 • *Pacheco v. JCC Logistics, Inc., et al.*, Case No. B-21-102266, California Superior Court,
6 County of Kern, Honorable Thomas Clark presiding;
7 • *Caballero v. The Ensign Group, Inc., et al.*, Case No. 19STCV43230, California Superior
8 Court, County of Los Angeles, Honorable William F. Highberger presiding;
9 • *Graciano v. Hignell, Incorporated, et al.*, Case No. 22CV01196, California Superior
10 Court, County of Butte, Honorable Stephen E. Benson presiding;
11 • *Ruiz v. Butterfield Electric, Inc., et al.*, Case No. 22CV010662, California Superior Court,
12 County of Alameda, Honorable Michael Markman presiding;
13 • *Lozano v. LECC Berg Feinfield Eye Centers, LLC, et al.*, Case No. 22STCV40646,
14 California Superior Court, county of Los Angeles, Honorable Elihu M. Berle presiding;
15 and *Villalpando et al. v. Los Angeles Truck Service, LLC, et al.*, Case No. 22STCV11804,
16 California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
17 • *Pablo Martinez v. Superior Cattle Feeders, LLC, et al.*, Case No. ECU002635, California
18 Superior Court, County of Imperial, Honorable Brooks Anderhold presiding;
19 • *Milon v David & Esperanza Chavez Family Limited Partnership DBA Chavez*
20 *Supermarket et al.*, Case No. 20CV368379, California Superior Court, County of Santa Clara,
21 Honorable Theodore C. Zayner presiding; *Flores et al. v. Parkwood Landscape Maintenance Inc.,*
22 *et al.*, Case No.: 20STCV12795, California Superior Court, County of Los Angeles, Honorable
23 Stuart Rice presiding;
24 • *Williams v. Holland Partner Group Operations, LLC, et al.*, Case No.: 23CV049392,
25 California Superior Court, County of Alameda, Honorable Sarah Stanford-Smith presiding;
26 • *Estrada v Cookunity Inc., et al.*, Case No.: 24STCV12367, California Superior Court,
27 County of Los Angeles, Honorable Laura A. Seigle presiding;
28 ///

1 • *Silvas v. Catalyst Family, Inc.*, Case No.: 21CV385134, California Superior Court,
2 County of Santa Clara, Honorable Charles F. Adams presiding;

3 • *Arnett v. Traditions Health LLC*, Case No.: CVRI2305219, California Superior Court,
4 County of Riverside, Honorable Harold W. Hopp presiding;

5 • *Gammaro v. Walgreen Pharmacy Services Midwest, LLC*, Case No.: 23STCV00615,
6 California Superior Court, County of Los Angeles, Honorable Daniel M. Crowley;

7 48. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the
8 past, including in:

9 • *Bailey v. Cannon Constructors*, Case No. 21STCV38274, California Superior Court,
10 County of Los Angeles, Honorable Carolyn Kuhl presiding.

11 • *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California
12 Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;

13 • *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court,
14 County of Los Angeles, Honorable Kerry Bensinger presiding;

15 • *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior
16 Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

17 • *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior
18 Court, County of Napa, Honorable Cynthia P. Smith presiding;

19 • *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior
20 Court, County of Los Angeles, Honorable Elaine Lu presiding;

21 • *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068,
22 California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;

23 • *Ruvalcaba v. Rod Fraser Enterprises, Inc., et al.* Case No. 30-2023-01308022-CU-OE-
24 CXC, California Superior Court, County of Orange, Hon. Layne H. Melzer presiding;

25 • *Rhea et al. v. Stars behavioral health Group, Inc., et al.* Case No. CIVDS2017661,
26 California Superior Court, County of San Bernardino, Hon. Joseph T. Ortiz presiding;

27 • *Essary v. Community Corporation of Santa Monica, et al.* Case No. 23STCV03250,
28 California Superior Court, County of Los Angeles, Honorable Samantha Jessner presiding;

• *Nestor et al., v. Redlands Community Hospital, et al.* Case No. CIVSB2327089, California Superior Court, County of San Bernardino, Honorable Wilfred J. Schneider, Jr. presiding;

• *Azzawi v. C-Store Services, Inc., et al.* Case No. CIVSBZ228712, California Superior Court, County of San Bernardino, Honorable Joseph B. Wildman presiding;

• *Quintero v MW BHCC LLC, et al.* Case No. 22STCV32539, California Superior Court, County of Los Angeles, Honorable Rice Stuart presiding;

• *Mendivil v. HG Foods, LLC*, Case No.: VCU296223, California Superior Court, County of Tulare, Honorable Gary M. Johnson presiding.

Adequacy of Plaintiff

49. Class Counsel believe no conflicts, disabling or otherwise, exist between Plaintiff and Class Members because Plaintiff alleges to have been damaged by the same alleged conduct of Defendant, including that Plaintiff was a non-exempt, hourly-paid employee, was not paid all wages owed, was not provided compliant meal and rest periods, was not paid all premium wages owed, was not reimbursed for necessary business expenses, and received allegedly inaccurate wage statements. Thus, Plaintiff has the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

Superiority of Class Action

50. Class Counsel believe this wage and hour class action is a superior vehicle for resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently adjudicated together, as indicated above. Moreover, with at least 244 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this 24th day of September 2026, at Los Angeles, California.

/s/ Vedang Patel

VEDANG J. PATEL

EXHIBIT 1

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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 1/3rd 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.
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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
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\$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,
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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
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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 and conferring, 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 and conferring, 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 Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex 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.

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, Class Workweeks, and PAGA Workweeks in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14

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,
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1 a Class Notice requiring them to exercise options under this Agreement not later than
2 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
3 ever are later.

4 7.5. Requests for Exclusion (Opt-Outs).

5 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
6 must send the Administrator, by mail, a signed written Request for Exclusion not later
7 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
8 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
9 from a Class Member or his/her representative that reasonably communicates the Class
10 Member's election to be excluded from the Settlement and includes the Class Member's
11 name, address and email address or telephone number. To be valid, a Request for
12 Exclusion must be timely postmarked by the Response Deadline. The postmark date
13 will be the exclusive means for determining whether any objection or request for
14 exclusion is timely.

15 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
16 fails to contain all the information specified in the Class Notice. The Administrator
17 shall accept any Request for Exclusion as valid if the Administrator can reasonably
18 ascertain the identity of the person as a Class Member and the Class Member's desire
19 to be excluded. The Administrator's determination shall be final and not appealable or
20 otherwise susceptible to challenge. If the Administrator has reason to question the
21 authenticity of a Request for Exclusion, the Administrator may demand additional proof
22 of the Class Member's identity. The Administrator's determination of authenticity shall
23 be final and not appealable or otherwise susceptible to challenge.

24 7.5.3. Every Class Member who does not submit a timely and valid Request for
25 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
26 to all benefits and bound by all terms and conditions of the Settlement, including the
27 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
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1 regardless whether the Participating Class Member actually receives the Class Notice
2 or objects to the Settlement.

3 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
4 Non-Participating Class Member and shall not receive an Individual Class Payment or
5 have the right to object to the class action components of the Settlement. Because future
6 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
7 Participating Class Members who are Aggrieved Employees are deemed to release the
8 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
9 PAGA Payment.

10 7.5.5. Should more than five percent (5%) of Class Members submit a Request for
11 Exclusion, Defendant at its sole option may withdraw from the Settlement by providing
12 written notice to Class Counsel, making this Settlement Agreement null and void.
13 Defendant must provide such notice within fourteen (14) days of being notified by the
14 Administrator of the number of Requests for Exclusion, or fourteen (14) days prior to
15 the Final Approval Hearing, whichever date is later in time. If Defendant opts to
16 withdraw, Defendant shall be responsible for all administration expenses incurred to the
17 point of Defendant's withdrawal.

18 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
19 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
20 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Workweeks
21 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
22 the allocation by communicating with the Administrator via mail. The Administrator must
23 encourage the challenging Class Member to submit supporting documentation. In the absence
24 of any contrary documentation, the Administrator is entitled to presume that the Class
25 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
26 Data. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to
27 the number of Class Workweeks and/or PAGA Workweeks to be credited to a disputing Class
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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

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

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

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 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.

7.8.7. Administration of Taxes by Settlement Administrator. The Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class Counsel any W2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate 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
28

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
C299C22A8DCE466...

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

Sara A. Moore

8/27/26

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Sara A. Moore
Sarah B. Abshear
Counsel for Defendant

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 [PHONE NUMBER]

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]

EXHIBIT 2

March 26, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Ellen Ann Souza on Behalf of Herself and Aggrieved Employees Under California Labor section 2699.3

Employer: General Plumbing Supply Company, Inc.
1530 San Luis Road
Walnut Creek, CA 94597

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Ellen Ann Souza (“Employee”) employment with Employee’s former employer: General Plumbing Supply Company, Inc. Employee was employed as a non-exempt employee of General Plumbing Supply Company, Inc. at, without limitation, 13957 Bowman Rd Auburn, CA 95603, with duties that included, assisting customers with plumbing products, purchasing plumbing fixtures, making sales by phone, and warehouse inventory resolution from approximately November of 2013 and through approximately June of 2023. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of General Plumbing Supply Company, Inc., and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks

after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer’s control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day’s work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee

and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of

compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave

required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing

their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history

background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Beth A. Christopher
Beth A. Christopher

cc: General Plumbing Supply Company, Inc. (via U.S. Certified Mail,
Return Receipt Requested)