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Mark Doyon and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARK DOYON, individually and on behalf of others similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act,

Plaintiff,

vs.

QD ELECTRICAL SERVICES, INC., a California corporation; JEFFREY LEWIS, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CV-24-002017

DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Information:

Date: February 23, 2027
Time: 8:30 AM
Dept.: 24

DECLARATION OF DEVIN RAUCHWERGER

I, Devin Rauchwerger, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am a partner at Domb & Rauchwerger LLP ("Class Counsel"), attorneys of record for Plaintiff Mark Doyon ("Plaintiff" or "Class Representative") and the proposed settlement class (the "Class") in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion").

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement in this matter (the "Settlement Agreement") signed by all parties.

3. Defendant QD Electrical Services, Inc. ("QD Electrical") provides electrical contractor services, including electrical installations, repairs, and maintenance for commercial properties. Plaintiff worked for QD Electrical as an Electrical Foreman from approximately March 2022 through September 2023.

4. On March 13, 2024, Plaintiff filed a class action complaint in the Stanislaus County Superior Court, alleging nine causes of action for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) failure to provide accurate wage statements; (8) failure to reimburse necessary business expenses; and (9) violation of Business and Professions Code section 17200 et seq.

5. On March 13, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA") alleging violations of the California Labor Code for which Plaintiff intended to seek civil penalties under the Private Attorneys General Act ("PAGA").

6. On May 17, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint, adding a tenth cause of action for violation of PAGA. The First Amended Complaint is the operative complaint.

7. At the outset of the case, Plaintiff propounded written discovery concerning the composition of the Class and the underlying allegations, and Defendant served responses to that discovery. The Parties thereafter agreed to limit further formal discovery while they pursued mediation. Prior to mediation, the Parties engaged in extensive informal discovery. Class Counsel requested and received class data and other information necessary to evaluate the claims and potential exposure, including the number of Class Members and Aggrieved Employees, the number of workweeks worked during the Class Period, the number of pay periods during the PAGA Period, applicable meal and rest period policies and practices, timekeeping policies and practices, expense reimbursement policies and practices, and other documents relevant to the claims asserted in this action. Defendant produced hundreds of pages of relevant documents and provided Plaintiff with a sampling of Class Members' time and payroll records. Class Counsel analyzed those records in preparation for mediation and used them to evaluate, among other things, Plaintiff's claims concerning Defendant's timekeeping practices and alleged meal-period violations.

8. The Parties also engaged in informal conferences and exchanged additional information, class data, and their respective theories concerning the claims and defenses. Following this discovery and investigation, the Parties participated in a full-day mediation on September 16, 2024, and each side submitted a detailed mediation brief addressing its respective position concerning the claims, defenses, and potential exposure.

9. On September 16, 2024, the Parties participated in a full-day mediation with Jeffrey Owensby, Esq. of Judicate West. Mr. Owensby was selected by the Parties based on his experience mediating wage-and-hour class actions. The mediation involved lengthy, arm's-length negotiations concerning the claims, defenses, and potential exposure in this action. The case did not settle at mediation and the parties continued to litigate the case and engage in negotiations, which ultimately resulted in the settlement agreement herein presented to the Court.

10. Based on the discovery and information exchanged, Class Counsel's investigation and analysis, the strengths and weaknesses of the claims and defenses, and the risks and expense of continued litigation, I believe the Settlement is fair, reasonable, adequate, and in the best

interests of the Settlement Class. The Settlement was reached through serious, informed, and arm's-length negotiations between experienced counsel with the assistance of an experienced neutral mediator. Furthermore, there is no reason to suspect that the amount of class members objecting will be high.

11. Continued litigation presents substantial risks to both sides. Among other things, Defendant disputes Plaintiff's claims and could challenge whether the alleged violations are susceptible to common proof and whether a class could be certified and maintained through trial. Defendant also had current employees sign arbitration agreements, which could potentially exclude a significant portion of the putative Class from participating in the class action claims. Defendant also previously entered into individual settlement agreements with 63 Class Members and made payments to those individuals, which could reduce the amounts potentially recoverable in this Action. Plaintiff also faces the risk that a court could reduce any PAGA penalties awarded. Continued litigation through class certification, trial, and potential appellate proceedings would also result in substantial additional expense and delay.

12. The key data points upon which I relied on in evaluating the claims and Settlement include the following:

- Approximate Class Size: 88 Class Members;
- Total Workweeks during the Class Period: approximately 5,750;
- Approximate number of Aggrieved Employees: 57;
- Total PAGA Pay Periods during the PAGA Period: approximately 2,900; and
- Average Regular Rate: $36.80 per hour.

13. 63 Class Members signed Pick Up Stix agreements and received individual settlement payments, which means the recoverable damages could be significantly less than what the data points currently suggest, which Plaintiff's counsel took into account when agreeing to the Gross Settlement Amount of $260,000.

14. Plaintiff alleges that he and the other putative class members are owed compensation for work they performed off-the-clock and were never paid for as a result of Defendant's timekeeping policies, which always showed that employees started and stopped at

the exact same time. To determine Defendant's reasonable exposure to the Class for the off-the-clock allegations, Class Counsel assumed Class Members performed approximately 25 minutes of uncompensated work per workweek at an overtime rate of $55.20 per hour ($36.80 x 1.5). Defendant's potential exposure based on approximately 5,750 workweeks is $132,250.00. However, as noted above, this amount could be significantly reduced based on the Pick Up Stix and arbitration agreements. The risks related to proving Plaintiff's off-the-clock minimum wage and overtime claims are significant. Defendant's time records frequently reflect uniform or rounded start and stop times, making it difficult to determine from the records alone the precise amount of off-the-clock work, if any, performed by each Class Member. Defendant could therefore argue that determining whether, and to what extent, individual Class Members performed uncompensated work would require individualized inquiries, creating risks with respect to both class certification and the ultimate merits of these claims.

15. Plaintiff contends that he and the Class Members routinely did not receive lawful and compliant meal periods, nor were they paid meal period premiums when a meal period was missed, short or delayed. Furthermore, Plaintiff contends that Defendant's written meal and rest break policies were not in compliance with all of the requirements under California law. Based on the sample data provided by Defendant, Plaintiffs' counsel was able to determine that approximately 85% of the shifts were eligible for meal breaks, and that of the shifts eligible for meal breaks, 65.46% had facial violations. In order to determine the potential exposure for meal break violations, Plaintiff's counsel multiplied the total number of workweeks by 5 to get the number of potential shifts (28,750), then multiplied that amount by the percentage of shifts eligible for meal breaks (28,750 x 85% = 24,437.50), then multiplied the number of eligible meal break shifts by the violation rate (24,437.5 x 65.46% = 15,996.79) and then multiplied the total number of expected violations by the hourly rate (15,996.79 x $36.80), which leads to total potential exposure for the meal break claim of $588,681.87. Similar to above, this claim would likely be dramatically reduced given the number of Class members who signed Pick Up Stix and arbitration agreements.

16. Rest-period premiums were calculated in the same fashion as meal-period

premiums by assuming the same violation rate as rest breaks. The only difference is that I did not reduce the number of eligible shifts since presumably all shifts would be eligible for at least one rest break. As such, Defendant's potential exposure was calculated by taking the total shifts (28,750) and multiplying that number by the violation rate of 65.46%, which equals 18,819.75 violations, multiplied by the hourly rate ($36.80), which leads to potential exposure of $692,566.80. Similar to the other claims, this number would likely be significantly reduced given the number of Class Members who signed Pick Up Stix and arbitration agreements.

17. Based on my investigation, I do not believe there are significant provable damages associated with the business-expense reimbursement claim because the investigation did not reveal that Class Members generally incurred unreimbursed business expenses in performing their job duties. Accordingly, I have not assigned any independent damages value to this claim for purposes of evaluating the Settlement.

18. Plaintiff contends that due to working off the clock and lack of premium pay for noncompliant meal/rest periods and/or accurate calculation and payment of wages, the Class Members' wage statements were not accurate.

19. Plaintiff contends that each paystub failed to include complete itemizations for monies owed, including overtime, the number of hours the Class Members worked and the appropriate hourly rates, and the meal and rest break premiums owed to the Class Members. There were approximately 57 employees who worked 2,900 pay periods during the one year statute of limitations. Assuming the first 57 pay periods were compensated at a rate of $50 per pay period, and the remaining 2,843 pay periods were compensated at a rate of $100 per pay period, this would equal total potential penalties of $287,150. Similar to the other claims, the penalty amount would likely be greatly reduced taking into account the Pick Up Stix and arbitration agreements. Defendant also contends that any failure to include information on wage statements was an inadvertent or isolated mistake.

20. Based on the average hourly rate of $36.80 per hour, waiting time penalties equate to approximately $335,616.00 ($36.80 x 8 hours per day x 30 days x 38 former employees). Furthermore, the penalty amount would likely be significantly reduced given the Pick Up Stix

and arbitration agreements.

21. There are approximately 57 employees who fell within the one-year statutory period, with approximately 2,900 PAGA Pay Periods.

22. Pursuant to California Labor Code section 2699(l), the Settlement Agreement has been provided to the Labor and Workforce Development Agency and a proof of service is also attached as **Exhibit 2** to the Declaration of Devin Rauchwerger.

23. Based on the above estimates, the total amount of possible damages that the Class could be awarded at trial, including PAGA penalties, is approximately $2,108,764.67, which takes into account 25% of the PAGA amount that would be attributed to Aggrieved Employees. However, after taking into account the strengths and weaknesses of each claim, the unique risks associated therewith, the general risks associated with litigating the case, and the significant additional costs and expenses that would be incurred by both sides in litigating the Action through class certification, trial, and appeals, Class Counsel's assessment of this case is that payment of $260,000.00 is an excellent result that provides the Class with certain recovery over a relatively short period of time with significant savings in costs.

24. While Defendant reserves all rights to dispute Plaintiff's ability to satisfy any of these requirements, the Parties agree that for purposes of settlement, Defendant will not raise such a dispute.

25. Here, the class is sufficiently numerous because there are approximately 88 employees in the Class, and there is a common interest to many persons as this claim will confer significant benefits to those persons. Furthermore, it would be impracticable to bring all of them before the Court on an individual basis. Moreover, the Class is readily ascertainable as Defendant is in possession of contact information for its current and former employees via regularly maintained employment records. Here, the common questions of law and fact clearly exist, as the underlying dispute involves Defendant's employment policies and practices which affected all the employees in the proposed Class.

26. I graduated from USC School of Law in 2010. After law school, I was an Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm,

McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, before becoming a Partner at Fisher & Phillips LLP. During my career, I have represented numerous clients in class action litigation.

27. I have represented both plaintiffs and defendants in numerous class actions and other complex matters. These matters include:

- *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al*., Los Angeles County Superior Court Case No. BC489800*;*
- *Vikki Allen v. Covenant Security Services,* Los Angeles County Superior Court Case No. 18STCV08573*;*
- *Angel Caracoza v. Ashley Furniture Services, Inc.,* San Bernardino County Superior Court Case No. CIVSB2118827;
- *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernardino County Superior Court Case No. CIDVS2014776*,* US District Court for the Central District of California, Case No. 5:2020cv02662*;*
- *James Thomas v. Crothall Healthcare, Inc.,* San Francisco County Superior Court Case No. CGC-18-*566489;*
- *George Gonzalez v. Ashley Furniture Industries, Inc.,* San Bernardino County Superior Court Case No. CIVDS2017425*;*
- *Darrell Alexander v. Farmdale Creamery, Inc.*, San Bernardino County Superior Court Case No. CIVSB2205382;
- *Jessica Raye Lucia v. Summitview Child & Family Services, Inc.*, El Dorado County Superior Court Case No. 22CV0636;
- *Rufus McWilliams v. Karma Automotive, LLC*, Riverside County Superior Court Case No. CVRI2102922;
- *George Martinez v. Northwest Exteriors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00318192;
- *Juan Rojas Contreras v. Asphalt Fabric and Engineering, Inc.*, Los Angeles County Superior Court Case No. 21STCV40362;

- *Jose Vazquez v. ETS Express, Inc., et al.;* Ventura County Superior Court Case No.: 56-2020-00545435-CU-OE-VTA;
- *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County Superior Court Case No.: 21CV001491;
- *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.,* Alameda County Superior Court Case No. RG19010781;
- *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.;* Napa County Superior Court Case No. 22CV000508;
- *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No. CVRI2101016;
- *Charmeine Velazquez, et al. v. Ettie Lee Homes, Inc.,* Los Angeles County Superior Court Case No. 22STCV19234;
- *Esmeralda Maken v. Ascencia*, Los Angeles County Superior Court Case No. 22STCV13406;
- *Lizette Ruelas v. LY Brothers Corporation, et al.;* Alameda County Superior Court Case No.: RG19001774;
- *Cruzelma Martinez, et. al. v. Burger Rehabilitation Systems, Inc.,* Sacramento County Superior Court Case No. 34-2020-00286930;
- *Sabrina Cook v. Excelsior Charter Group, et al.,* San Bernardino County Superior Court Case No. CIVSB2220219;
- *Steve Batta, et al. v. So Cal Elite Traffic;* San Bernardino County Superior Court Case No.: CIVSB2126086;
- *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange County Superior Court Case No. 30-2023-01333703-CU-OE-CXC;
- *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court Case No. 23SMCV04232;

I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable to the Class.

28. Based on my interactions with Plaintiff throughout this litigation, I believe he has adequately represented the interests of the proposed Settlement Class. Plaintiff has provided information and documents to counsel, answered questions concerning his employment and claims, reviewed the pleadings and Settlement Agreement, participated in discussions concerning the litigation and settlement, and remained available to counsel throughout the Action. At final approval, Class Counsel intends to request a Class Representative Service Payment of up to $7,500.00, subject to further evidentiary support concerning Plaintiff's efforts and the risks he undertook. This amount is also reasonable given that Plaintiff is providing a broader release than the Settlement Class, including a waiver under Civil Code section 1542.

29. The Parties selected Phoenix Class Action Administration Solutions to serve as Settlement Administrator. Phoenix has submitted a proposed administration cost not to exceed $4,750.00. Based on my experience with class action settlements and the administration required in this matter, I believe the proposed administration cost is reasonable.

30. The estimated Net Settlement Amount of $128,250.00 is calculated by taking the $260,000.00 Gross Settlement Amount and subtracting: the requested attorneys' fees of 35% of the Gross Settlement Amount ($91,000.00), reimbursement of litigation costs (in the maximum amount of $8,500.00), a Class Representative Service Payment of $7,500.00 to Plaintiff, Settlement Administrator costs in the maximum amount of $4,750.00, and PAGA penalties of $20,000.00. The Parties agree that the formula for allocating the Individual Settlement Payments to Participating Class Members is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties regarding the calculation of alleged wages, penalties, interest, and expense reimbursement to each Participating Class Member.

31. Attached hereto as **Exhibit 3** is a true and correct copy of the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval.

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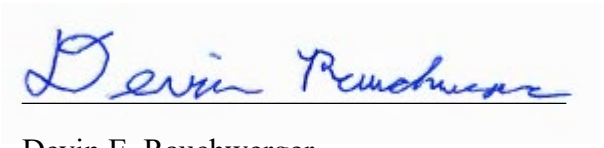
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 2, 2026, in Orange County, California.



Devin E. Rauchwerger

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff MARK DOYON ("Plaintiff") and defendant QD ELECTRICAL SERVICES, INC. ("QD Electrical") and JEFFREY LEWIS ("Mr. Lewis"). The Agreement refers to Plaintiff, QD Electrical, and Mr. Lewis collectively as "Parties," or individually as "Party." The Agreement refers to QD Electrical and Mr. Lewis as "Defendants."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against QD Electrical and Mr. Lewis captioned *Mark Doyon v. QD Electrical Services, Inc.* initiated on March 13, 2024 and pending in Superior Court of the State of California, County of Stanislaus, Case Number CV-24-002017.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, 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 QD Electrical in California and classified as a non-exempt employee who worked for QD Electrical during the PAGA Period.

1.5. "Class" means all current and former non-exempt employees who worked for QD Electrical in California during the Class Period.

1.6. "Class Counsel" means Zack I. Domb, Esq. and Devin Rauchwerger, Esq. of Domb & Rauchwerger LLP.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in QD Electrical's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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).

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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 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 13, 2020 to August 19, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Stanislaus.

1.16. "QD Electrical" means named defendant QD ELECTRICAL, INC.

1.17. "Defense Counsel" means Timothy B. Nelson, Esq., and Mayra D. Sandoval, Esq. of Medina McKelvey LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $260,000 which is the total amount QD Electrical has already paid to Class Members and the additional amount that QD Electrical agrees to pay under the Settlement except as provided in Paragraph 9 below. This amount does not include the employer share of payroll taxes, which will be separately paid by QD Electrical on the W-2 portion of the Individual Class Payments. The Gross Settlement Amount will

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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 the Administrator's Expenses. The Gross Settlement Amount includes a credit of $48,142.17, which is the amount that QD Electrical has already paid to Class Members as individual Pick-Up-Stix settlements, subject to proof. Therefore, the total amount of new money that QD Electrical will need to pay to fund the settlement is $211,857.84 ($260,000 minus $48,142.17 that was previously paid to Class Members).

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked 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 Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "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 Pay Period" means any Pay Period during which an Aggrieved Employee worked for QD Electrical for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from March 13, 2023 to August 19, 2025.

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

1.33. "PAGA Notice" means Plaintiff's March 13, 2024 letter to QD Electrical, Mr. Lewis, and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which is $20,000.00, and which will be allocated 25% to the Aggrieved Employees ($5,000.00) and the 75% to LWDA ($15,000.00) in settlement of

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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 Mark Doyon, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: QD Electrical, Mr. Lewis, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline to request exclusion or object in writing to the Settlement..

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweeks" are defined for each Class Member as the number of hours that the Class Member worked for QD Electrical in California as a non-exempt employee during the Class Period divided by 40 hours.

2. RECITALS.

2.1. On March 13, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against QD Electrical and Mr. Lewis for violation of California Labor Code sections 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime), violation of California Labor Code sections 226.7 and 512(a), 558, 558.1 (Unpaid Meal Period

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Premiums), violation of California Labor Code sections 226.7, 558, and 588.1 (Unpaid Rest Period Premiums), violation of California Labor Code sections 558, 558.1, 1194, 1197, and 1197.1 (Unpaid Minimum Wages), violation of California Labor Code sections 201, 202, 2023, 558, and 558.1 (Final Wages Not Timely Paid), violation of Labor Code sections 204, 210, 558, and 558.1 (Wages Not Timely Paid During Employment), violation of California Labor Code sections 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements), violation of California Labor Code sections 558.1, 2800, and 2802 (Failure to Reimburse Necessary Business Expenses), and violation of California Business & Professions Code sections 17200 et seq.. On May 17, 2025, Plaintiff filed a First Amended Complaint alleging an additional cause of action against QD Electrical and Mr. Lewis for violation of California Labor Code section 2699 (Private Attorneys General Act). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). QD Electrical and Mr. Lewis deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to QD Electrical, Mr. Lewis, and the LWDA by sending the PAGA Notice.

2.3. On September 16, 2024, the Parties participated in an all-day mediation presided over by Jeffrey Owensby, Esq. The Parties were not able to reach a resolution during that all-day mediation but continued to discuss resolution following the mediation. After sharing additional data, engaging in formal discovery, and continuing to discuss resolution, the Parties were able to reach a resolution.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, relevant class and PAGA statistics, payroll and timekeeping data, and relevant wage and hour policies and details. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $260,000 and no more as the Gross Settlement Amount, which includes a credit for $48,142.17, subject to proof, that Defendants have already paid to Class Members. Defendants also agree to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members

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or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $91,000.00, and a Class Counsel Litigation Expenses Payment of not more than $8,500. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount (which includes the credit of $48,142.17) by the total number of Workweeks worked by all Participating Class Members during the

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Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. For each Class Member that has already received a settlement payment from Defendants, the amount of that settlement payment will be deducted from the Class Member's Individual Class Payment. In no event will a Participating Class Member receive an Individual Class Payment that is less than $100.00.

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 [e.g., interest and penalties] (the "Non-Wage Portion").[vi] 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 $20,000 to be paid from the Gross Settlement Amount, with 75% ($15,000) allocated to the LWDA PAGA Payment and 25% ($5,000) 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 $5,000 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, QD Electrical estimates there are approximately 88 Class Members who collectively worked a total of approximately 5,750 workweeks from March 13, 2020 to June 13, 2025, and approximately 57 Aggrieved Employees who worked a total of approximately 2,900 PAGA Pay Periods from March 13, 2023 to June 13, 2025. There were 63 Class Members who received individual Pick Up Stix settlement payments from

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QD Electrical.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

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

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

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address.

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Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

6.1 Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

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executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2 Release by Participating Class Members of Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to: (1) violation of California Labor Code sections 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime); (2) violation of California Labor Code sections 226.7 and 512(a), 558, 558.1 (Unpaid Meal Period Premiums); (3) violation of California Labor Code sections 226.7, 558, and 588.1 (Unpaid Rest Period Premiums); (4) violation of California Labor Code sections 558, 558.1, 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) violation of California Labor Code sections 201, 202, 2023, 558, and 558.1 (Final Wages Not Timely Paid); (6) violation of Labor Code sections 204, 210, 558, and 558.1 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code sections 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements); (8) violation of California Labor Code sections 558.1, 2800, and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) violation of California Business & Professions Code sections 17200 et seq. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including, but not limited to, claims for PAGA penalties resulting from the following alleged violations of the California Labor Code: (1) violation of California Labor Code sections 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime); (2) violation of California Labor Code sections 226.7 and 512(a), 558, 558.1 (Unpaid Meal Period Premiums); (3) violation of California Labor Code sections 226.7, 558, and 588.1 (Unpaid Rest Period Premiums); (4) violation of California Labor Code sections 558, 558.1, 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) violation of California Labor Code sections 201, 202, 2023, 558, and 558.1 (Final Wages Not Timely Paid); (6) violation of Labor Code sections 204, 210, 558, and 558.1 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code sections 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements); and (8) violation of California Labor Code sections 558.1, 2800, and 2802 (Failure to Reimburse Necessary Business Expenses).

7. 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.

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7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

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8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4 Notice to Class Members.

8.4.1 No later than 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, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member/Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

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8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

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9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are approximately 88 Class Members and approximately 5,750 Total Workweeks during the Class period and (2) there were approximately 57 Aggrieved Employees who worked approximately 2,900 Pay Periods during the PAGA Period. If the number of Total Workweeks during the Class Period is more than 10% greater than 5,750 (i.e., more than 6,325 Total Workweeks), the Defendants shall have the option of: (1) increasing the Gross Settlement Amount proportionately (if the Total Workweeks is 11% greater than 5,750, then Defendants may increase the Gross Settlement Amount by 1%); or (2) adjusting the end of the Class Period to a date where the Total Workweeks do not exceed 6,325 Total Workweeks.

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

11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 Court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

    11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

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

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

12. 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.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to

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

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

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

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

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties

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are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is

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inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff:

Zack I. Domb
Devin Rauchwerger
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106

To Defendants:

Timothy B. Nelson
MEDINA McKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678

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

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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Plaintiff:
Dated: April ___, 2026
03 / 27 / 2026

By:_____
Mark Doyon

Plaintiff's Counsel:
Dated: March 27, 2026

DOMB & RAUCHWERGER LLP

By:_____
Zack I. Domb
Devin Rauchwerger

Attorneys for Plaintiff

Defendant:
Dated: April ___, 2026

QD ELECTRICAL, INC.

By:_____
[Name, Title]

Defendant:
Dated: April ___, 2026

JEFFREY LEWIS

By:_____
Jeffrey Lewis

Defendants' Counsel:
Dated: April ___, 2026

MEDINA McKELVEY LLP

By:_____
Timothy B. Nelson
Attorneys for Defendants

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Plaintiff:
Dated: April ___, 2026

By:_____
Mark Doyon

Plaintiff's Counsel:
Dated: April ___, 2026

DOMB & RAUCHWERGER LLP

By:_____
Zack I. Domb
Devin Rauchwerger

Attorneys for Plaintiff

Defendant:
Dated: 5/18/2026

QD ELECTRICAL, INC.

By: DocuSigned by: Jeffrey Lewis E16084153F354...
Name: Jeffrey Lewis Title: Owner

Defendant:
Dated: 5/18/2026

JEFFREY LEWIS

By: DocuSigned by: Jeffrey Lewis E16084153F354...
Jeffrey Lewis

Defendants' Counsel:
Dated: May 19, 2026

MEDINA McKELVEY LLP

By:_____
Timothy B. Nelson
Attorneys for Defendants

EXHIBIT 2

ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
CURTIS P. DAVIS, SBN 323353
E-Mail curtis@dombrauchwerger.com
AUDREY A. JORGENSEN, SBN 353898
E-Mail audrey@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

Attorneys for Plaintiff
Mark Doyon, and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARK DOYON, individually and on behalf of others similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act,

Plaintiff,

vs.

QD ELECTRICAL SERVICES, INC., a California corporation; JEFFREY LEWIS, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CV-24-002017

PROOF OF SERVICE RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT TO LWDA

Hearing Information:

Date: February 23, 2027
Time: 8:30 a.m.
Dept.: 24

PROOF OF SERVICE
(CCP §§ 1010.6, 1013, 2015.5; CRC 2.251)

I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On October 2, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF MARK DOYON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE] –** I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

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

Executed October 2, 2026, at Sacramento County, California.

Jessica Delgado
Print Name

By: Jessica Delgado
Signature

EXHIBIT 3

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

(Mark Doyon v. QD Electrical, Inc. et al., Case No. CV-24-002017*)*

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against QD Electrical, Inc. and Jeffrey Lewis (abbreviated name; "QD Electrical" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former QD Electrical employee Mark Doyon ("Plaintiff") and seeks payment of back wages, unpaid meal and rest break premiums, statutory penalties, and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for QD Electrical during the Class Period (March 13, 2020 to August 19, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for QD Electrical during the PAGA Period (March 13, 2023 to August 19, 2025) ("Aggrieved Employees").

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

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

The above estimates are based on QD Electrical's records showing that **you worked _ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period, and takes into account that you already received a prior settlement payment of $_____ as part of an individual settlement agreement that you previously signed. If you believe that you worked more workweeks or pay periods during either period compared to what is stated at the beginning of this paragraph, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

QD Electrical will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against QD Electrical that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. QD Electrical must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former QD Electrical employee. The Action accuses QD Electrical of violating California labor laws by failing to pay overtime wages, minimum wages, premiums for non-compliant meal and rest periods, wages due upon termination, failing to pay reimbursable business expenses, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action including Zack I. Domb, Esq. and Devin Rauchwerger, Esq., of Domb & Rauchwerger LLP ("Class Counsel.")

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

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

So far, the Court has made no determination whether QD Electrical or Plaintiff is correct on the merits. Instead, Plaintiff and QD Electrical were able to negotiate a settlement to resolve the Action rather than continuing the expensive and time-consuming process of litigation. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and QD Electrical have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, QD Electrical does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) QD Electrical has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. QD Electrical Will Pay a Total $260,000 as the Gross Settlement Amount (Gross Settlement). This includes a credit of $48,142.17 that QD Electrical has already paid to some class members. QD Electrical has agreed to deposit the Gross Settlement (minus the credit of $48,142.17) into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, QD Electrical will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $91,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $8,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $4,750.00 to the Administrator for services administering the Settlement.

    D. Up to $20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions.

3. Taxes Owed on Payments to Class Members. Plaintiff and QD Electrical are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. QD Electrical will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and QD Electrical have agreed to these allocations, neither side is giving you any

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advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

4. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against QD Electrical.

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

5. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and QD Electrical have agreed that, in either case, the Settlement will be void: QD Electrical will not pay any money and Class Members will not release any claims against QD Electrical.

6. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

7. Participating Class Members' Release. After the Judgment is final and QD Electrical has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit

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against QD Electrical or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, claims for: (1) violation of California Labor Code sections 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime); (2) violation of California Labor Code sections 226.7 and 512(a), 558, 558.1 (Unpaid Meal Period Premiums); (3) violation of California Labor Code sections 226.7, 558, and 588.1 (Unpaid Rest Period Premiums); (4) violation of California Labor Code sections 558, 558.1, 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) violation of California Labor Code sections 201, 202, 2023, 558, and 558.1 (Final Wages Not Timely Paid); (6) violation of Labor Code sections 204, 210, 558, and 558.1 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code sections 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements); (8) violation of California Labor Code sections 558.1, 2800, and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) violation of California Business & Professions Code sections 17200 et seq.

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

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, claims for civil penalties based on the following alleged violations of the Labor Code: (1) violation of California Labor Code sections 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime); (2) violation of California Labor Code sections 226.7 and 512(a), 558, 558.1 (Unpaid Meal Period Premiums); (3) violation of California Labor Code sections 226.7, 558, and 588.1 (Unpaid Rest Period Premiums); (4) violation of California Labor Code sections 558, 558.1, 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) violation of California Labor Code sections 201, 202, 2023, 558, and 558.1 (Final Wages Not Timely Paid); (6) violation of Labor Code sections 204, 210, 558, and

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558.1 (Wages Not Timely Paid During Employment); (7) violation of California Labor Code sections 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements); (8) violation of California Labor Code sections 558.1, 2800, and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) violation of California Business & Professions Code sections 17200 et seq.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount (including the credit of $48,142.17) by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. If the Participating Class Member has previously received a settlement payment from QD Electrical, the amount of that settlement payment will be deducted from the Individual Class Payment. In no event shall a Participating Class Member received an Individual Class Payment that is less than $100.00.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in QD Electrical's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Doyon v. QD Electrical et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and QD Electrical are asking the Court to approve. At least 16 Court days before the ____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for QD Electrical and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _ at _(time)_ in Department [___] of the Stanislaus County Superior Court, located at 801 10th Street, 4th Floor, Modesto, CA 95354 At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the

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Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via VCourt (https://www.stanislaus.courts.ca.gov/online-services/remote-appearances). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything QD Electrical and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.stanislaus.courts.ca.gov/online-services/search-case) and entering the Case Number for the Action, Case Number CV-24-002017. You can also make an appointment to personally review court documents in the Clerk's Office at the City Towers Courthouse by calling (209) 530-3100.

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

Class Counsel:

Name of Attorney:	Zack I. Domb Devin Rauchwerger
Email Address:	zack@dombrauchwerger.com devin@dombrauchwerger.com
Name of Firm:	DOMB & RAUCHWERGER LLP
Mailing Address:	1055 East Colorado Blvd., Fifth Floor Pasadena, California 91106
Telephone:	(213) 537-9225

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

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