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

RICHARD WINN, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CITY ELECTRIC SUPPLY COMPANY, a
Florida corporation; and DOES 1-50, Inclusive,
Defendants.

Case No.: 37-2023-00040231-CU-OE-CTL

**DECLARATION OF KATHERINE
ROVERTONI OF APEX CLASS ACTION,
LLC, IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 28, 2025
Time: 9:00 a.m.

Dept.: C-75
Judge: Hon. James A. Mangione

1 I, Katherine Rovertoni, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Winn v. City Electric Supply Company*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Pendency Of Class Action Settlement And Final Hearing Date* (referred to as “Notice Packet”); (b)
20 receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members
21 regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
23 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
24 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On October 11, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On October 26, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 174 individuals.

9 6. In preparation for the mailing process, all 174 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On November 8, 2024, The Notice Packet was sent to all 174 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 10 returned Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 10 returned Notice Packets in order to
21 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
22 in obtaining 8 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class
23 Mail.

24 9. As of the date of this declaration, there have been 8 Notice Packets re-mailed as a result of Apex's
25 skip-tracing efforts.

26 10. As of the date of this declaration, 2 Notice Packets have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was December 23, 2024.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was December 23, 2024.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was December 23, 2024.

7 14. As of the date of this declaration, Apex will report 174 Participating Class Members, constituting
8 100% of the total 174 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 13,181.00. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$382,300.00 and was calculated by subtracting the requested attorneys' fees (\$225,000.00), the amount
12 requested for litigation costs and expenses (\$25,000.00), the requested Service Award (\$7,500.00), the
13 requested Settlement Administration Costs (\$5,200.00), and the PAGA Penalties (\$30,000.00) from the
14 Gross Settlement Amount (\$675,000.00).

15 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
16 to be approximately \$7,541.01, the *average* Individual Settlement Amount is currently estimated to be
17 approximately \$2,197.13, and the *lowest* Individual Settlement Amount is currently estimated to be
18 approximately \$29.00. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 120 Aggrieved Employees who worked a total of
22 3,404 weeks during the PAGA Period.

23 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$114.57, the
24 *average* individual PAGA share is approximately \$62.50, and the *lowest* individual PAGA share is
25 approximately \$2.20.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$7,500.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this³¹st day of January 2025,
5 in Irvine, California.

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9 Katherine Rovertoni

10 KATHERINE ROVERTONI
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Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Winn v. City Electric Supply Company, San Diego County Superior Court Case No. 37-2023-00040231-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS
NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$_____. Your estimated Aggrieved Employee Payment is \$_____. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Richard Winn (“Plaintiff”) and Defendant City Electric Supply Company (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

all persons who are or previously were employed by Defendant in California and classified as non-exempt employees during the Class Period.

The “Class Period” is the period of time running from Beginning July 13, 2019, through June 30, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 13, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego which Defendant removed to the United States District Court, Southern District of California, Case No. 3:23-cv-01577-RBM-BLM (the “Class Action”). Plaintiff asserted the following claims alleging that Defendant: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 et seq.; (2) Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure To Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure To Reimburse Employees For Required Expenses in Violation of Cal. Lab. Code § 2802.

On September 18, 2023, Plaintiff filed a separate representative action Superior Court of the State of California, County of San Diego Case No. 37-2023-00040231-CU-OE-CTL for violations of the Private Attorneys General Act, California Labor Code sections 2698, et seq. (“PAGA Action”) (the “Class Action” and “PAGA Action” are collectively referred to as the “Action”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and sick pay that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant reimbursed members of the class

for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on October 11, 2024. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed. Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,200.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys’ not to exceed one-third of the Gross Settlement Amount (currently \$225,000) plus costs and expenses not to exceed \$25,000 for all costs and expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Thirty Thousand Dollars and Zero Cents (\$30,000.00) relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$22,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”) and the remaining \$7,500 will be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”).
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employees” means all non-exempt employees who are or were previously employed by Defendant in California during the PAGA Period. The PAGA Period means the period beginning July 13, 2022, through June 30, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the Settlement Agreement entitled “Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims” filed on September 17, 2024, with the San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101 in Department C-75. You may also find the Settlement Agreement online by visiting the San Diego County Superior Court website

<https://www.sandiego.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on September 17, 2024.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means (a) the claims set forth in the Action, specifically including but not limited to: alleged failure to pay minimum wages in Violation of California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in Violation of California Labor Code sections 510 *et seq.*, 204, 510, 512, 518, 558, and 1194; failure to provide required meal periods in Violation of California Labor Code sections 226.7 and 512 and the Applicable IWC Wage Order; failure to provide required rest periods in Violation of California Labor Code sections 226.7 and 512 and the Applicable IWC Wage Order; failure to provide wages when due in Violation of California Labor Code sections 201, 202 and 203; failure to provide accurate itemized statements in Violation of California Labor Code section 226; failure to reimburse employees for required business expenses in Violation of California Labor Code section 2802; violation of California Labor Code section 246; violation of California Labor Code section 221, violation of California Labor Code section 204; and, unfair competition in Violation of California Business and Professions Code section 17200 arising from the violations of the California labor code listed herein; .. including but not limited to alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 and the Applicable Industrial Wage Order(s); (b) premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same facts, allegations and/or claims pleaded in the Action; (c) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and (d) Any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same facts, allegations and/or claims pleaded in the Action. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Releasees from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action.

The Released Parties are defined as Defendant City Electric Supply Company, and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and all entities that could be held to be joint employers, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for penalties under the Private Attorneys General Act arising from the claims pleaded in the operative Complaints in the Action and/or which could have reasonably been alleged under the same facts, allegations and/or claims pleaded in the Action, against the Released Parties for work performed during the PAGA Period. Released PAGA Claims specifically include claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions or PAGA Notices, and any claims for injunctive relief, declaratory relief, fraudulent business practices alleged or which could have been alleged under the facts, allegations and/or claims pleaded,.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders

in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have _____ Workweeks worked during the Class Period (Beginning July 13, 2019, through June 30, 2024).

Based on this information, your estimated Individual Settlement Payment is \$_____.

Defendant's records reflect that you have _____ pay periods worked during the PAGA Period (July 13, 2022, through June 30, 2024).

Based on this information, your estimated Aggrieved Employee Payment is \$_____.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than December 23, 2024.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on March 28, 2025, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/cityelectric>.



7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than December 23, 2024. The address for the Settlement Administrator is P.O. Box 54668, Irvine, CA 92619. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled **Winn v. City Electric Supply Company, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL**. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after December 23, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair. All written objections or other correspondence must also state the name and number of the case, which is **Winn v. City Electric Supply Company, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than December 23, 2024. The address for the Settlement Administrator is Apex Class Action LLC, P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 AM on March 28, 2025, at the San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101 in Department C-75 before Judge James A. Mangione. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Winn v. City Electric Supply Company, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL***, Settlement Administrator, c/o Apex Class Action LLC, P.O. Box 54668, Irvine, CA 92619.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on September 17, 2024, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be paid to the Community Law Project, a Cy Pres, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement