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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ESTEBAN ALCAZAR,  
Plaintiff,  
v.  
CALIFORNIA UNITED MECHANICAL,  
INC.,  
Defendant.

Case No. [21-cv-09003-TLT](#)

**CONDITIONAL ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
SETTING DEADLINES FOR NOTICE,  
OBJECTION, EXCLUSION, AND  
FINAL FAIRNESS HEARING**

Re: Dkt. Nos 40, 41, and 42

United States District Court  
Northern District of California

The Court **GRANTS** the Motion for Preliminary Approval of Class Settlement, Conditional Class Certification, and Approval of Class Notice.

On March 19, 2024, hearing on the Motion was held. ECF 44. Talia Lux appeared for plaintiff; and Janelle Sahouria and Jessica Shafer appeared for defendant(s).

Having considered the motion briefing, the arguments of counsel, the relevant law, the terms of the settlement agreement and the class notice, as well as the record in this case, and based on the reasons and terms set forth herein, the Court **GRANTS** the parties' motion for preliminary approval of class action settlement.

**I. BACKGROUND**

Plaintiff(s) removed the putative class action complaint on November 19, 2021, against defendant California United Mechanical, Inc., alleging that Defendant's policies and systematic workplace practices deprived employees of required breaks, shorted them on due compensation and reimbursement, and failed to provide timely and accurate wage statements. Plaintiff's complaint alleges claims for violations of California Labor Code 510 & 1198 (Unpaid Overtime); 226.7 & 512(a) (Unpaid Meal Period Premiums); 1194 & 1197 (Unpaid Minimum Wages); 201 & 202 (Final

1 Wages Not Timely Paid); 226(a) (Non-Compliant Wage Statements); 2800 & 2802 (Unreimbursed  
 2 Business Expenses); 2698 *et seq.* (Private Attorneys General Act of 2004); and the California  
 3 Business & Professions Code § 17200 *et seq.* (“UCL”).

4 The parties reached a settlement prior to class certification with the assistance of an  
 5 experienced mediator Jeffrey A. Ross.

6 **B. Terms of the Settlement Agreement**

7 Under the terms of the Settlement Agreement, defendant will pay \$995,000 into a common  
 8 settlement fund, without admitting liability. This amount includes attorneys’ fees and costs, the cost  
 9 of class notice and settlement administration, and the class representative’s service award. Defendant  
 10 will also pay employer’s side payroll taxes.

11 **1. Attorneys’ Fees and Costs**

12 Under the Settlement Agreement, Plaintiff’s counsel agreed to seek up to \$331,666.66 in  
 13 attorneys’ fees and no more than \$20,000 in litigation costs. The common settlement fund also  
 14 includes a provision for up to \$20,000 in settlement administration costs; and \$10,000 to be paid to  
 15 plaintiff Esteban Alcazar as an incentive award in exchange for a general release of all claims  
 16 against defendant.

17  
 18 **2. Class Relief**

19 After deductions from the common fund for fees, costs, and service incentive awards,  
 20 approximately \$613,333.33 will remain to be distributed among the participating class members.  
 21 Class members will each be paid according to the number of workweeks completed individually in  
 22 proportion to the total number of workweeks of the entire class during the class period (September  
 23 13, 2017 – January 15, 2023). Dividing this amount across the 1,521 estimated participating class  
 24 members yields an average recovery of approximately \$370.37 per class member. The Agreement  
 25 provides that no amount will revert to defendant. The agreement does not seek injunctive relief.

26 **3. Cy Pres/Remainder**

27 The Settlement Agreement provides that when checks mailed to participating class members  
 28 are not redeemed or deposited, any funds from any unredeemed checks will be paid to the *cy pres*

1 recipient, University of California Law, San Francisco, Workers' Rights Clinic.

2 **II. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 **A. Legal Standard**

4 A court may approve a proposed class action settlement of a certified class only "after a  
5 hearing and on finding that it is fair, reasonable, and adequate," and that it meets the requirements  
6 for class certification. Fed. R. Civ. P. 23(e)(2). In reviewing the proposed settlement, a court need  
7 not address whether the settlement is ideal or the best outcome, but only whether the settlement is  
8 fair, free of collusion, and consistent with plaintiff's fiduciary obligations to the class. *See Hanlon v.*  
9 *Chrysler Corp.*, 150 F.3d at 1027. The *Hanlon* court identified the following factors relevant to  
10 assessing a settlement proposal: (1) the strength of the plaintiff's case; (2) the risk, expense,  
11 complexity, and likely duration of further litigation; (3) the risk of maintaining class action status  
12 throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and  
13 the stage of the proceeding; (6) the experience and views of counsel; (7) the presence of a  
14 government participant; and (8) the reaction of class members to the proposed settlement. *Id.* at  
15 1026 (citation omitted); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir.  
16 2004).

17 Settlements that occur before formal class certification also "require a higher standard of  
18 fairness." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000). In reviewing such  
19 settlements, in addition to considering the above factors, a court also must ensure that "the  
20 settlement is not the product of collusion among the negotiating parties." *In re Bluetooth Headset*  
21 *Prods. Liab. Litig.*, 654 F.3d 935, 946-47 (9th Cir. 2011).

22 **B. Class Definition and Basis for Conditional Certification**

23 The Settlement Agreement, attached hereto as **Exhibit A**, defines the class as:  
24 "[A]ll current and former hourly-paid or non-exempt employees of Defendant within the State of  
25 California at any time during the period from September 13, 2017, through January 15, 2023."  
26 ("the Settlement Class"). Jt. Stip. & Settlement Ag., ECF 40-1, § 8.3. The proposed class here is the  
27 same in the complaint, except the class period in the complaint did not have a definitive end date.

28 The Court finds that, for purposes of settlement, plaintiffs have satisfied the requirements of

1 Rule 23(a) as well as the requirements for certification under one or more subsections of Rule 23(b).  
2 With respect to numerosity under Rule 23(a)(1), the Settlement Class includes an estimated 1,521  
3 members, making it so numerous that joinder of all members is impracticable.

4 Rule 23(a)(2) commonality requires “questions of fact or law common to the class,” though  
5 all questions of fact and law need not be in common. *Hanlon*, 150 F.3d at 1026. The focus of this  
6 action – violations of California’s wage-and-hour laws arising from common, uniform, and  
7 systematic practices – is common to all class members.

8 Rule 23(a)(3) requires that the plaintiff show that “the claims or defenses of the  
9 representative parties are typical of the claims or defenses of the class.” Plaintiff and members of  
10 the Settlement Class were all similarly situated non-exempt employees, making plaintiff’s claims  
11 typical of class members.

12 With respect to Rule 23(a)(4), the Court finds the representative parties and class counsel  
13 have fairly and adequately represented the interests of the Class. No conflicts of interest appear as  
14 between plaintiff and the members of the Settlement Class. Class Counsel have demonstrated that  
15 they are experienced in wage-and-hour class action litigation, achieving favorable settlements in  
16 numerous prior cases, and are therefore adequate to represent the Settlement Class as well.

17 The Settlement Class further satisfies Rule 23(b)(3) in that common issues predominate and  
18 “a class action is superior to other available methods for fairly and efficiently adjudicating” the  
19 claims here. Members of the class here will recover an estimated average of \$370.37.

20 Based on the foregoing, the proposed class is conditionally certified pursuant to Rule  
21 23(c).

### 22 **C. Settlement Agreement Appears Fair and Reasonable**

23 The settlement agreement, a copy of which is attached hereto as Exhibit A (“Settlement  
24 Agreement”), is granted preliminary approval pursuant to Rule 23(e)(2). Based upon the  
25 information before the Court, the Settlement Agreement falls within the range of possible approval  
26 as fair, adequate and reasonable, and there is a sufficient basis for notifying the Class and for  
27 setting a Fairness and Final Approval Hearing.

28 As to the *Hanlon* factors, the Court finds that they indicate the settlement here is fair and

1 reasonable. There are several issues that would be challenging to resolve, absent settlement. *See*  
2 Han Decl., ECF 40-1, ¶ 18–25 (describing contentions). Proceeding to trial would have been  
3 costly; recovery was not guaranteed; and there was the possibility of protracted appeals. Even if  
4 plaintiff prevailed, the total settlement amount constitutes an estimated 56.92% of the total  
5 realistic recovery. Han Decl., ECF 40-1, ¶ 59. Additionally, a claims process would be required  
6 after trial because the class members would not have been identified.

7 The litigation thus far, however, has not been extensive. On November 19, 2021, one day  
8 after defendant filed their answer to the complaint in state court, the action was removed to the  
9 Northern District of California. ECF 1-1, at 2, 5. Then after withstanding a motion to remand, ECF  
10 22, the Court was notified of settlement. ECF 29. The Motion for Preliminary Approval of Class  
11 Settlement followed. ECF 40. Additionally, discovery efforts were seemingly minimal, with  
12 plaintiffs having propounded one set of interrogatories, one set of special interrogatories, one set  
13 of requests for admission, and one set of requests for production of documents. Mot. for Prelim.  
14 App., ECF 40, at 18.

15 Counsel for both parties is highly experienced. The record does not indicate collusion or  
16 self-dealing. *See In re Bluetooth*, 654 F.3d at 946-47. The Court, however, is skeptical of the  
17 provision that “Defendant will not oppose” the attorneys’ fee request. Jt. Stip. & Settlement  
18 Agreement, ECF 40-1, § 8.2, at 4.

19 The Settlement Agreement appears to have been the product of arm’s length and informed  
20 negotiations. The relief provided for the Class appears to be adequate, taking into account:

- 21 (i) the costs, risks, and delay of trial and appeal;
- 22 (ii) the effectiveness of any proposed method of distributing relief to the class, including the  
23 method of processing class-member claims;
- 24 (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
- 25 (iv) any agreements required to be identified under Rule 23(e)(3), including the Settlement  
26 Agreement. Jt. Stip. & Settlement Agreement, ECF 40-1, Ex. 2, at 30.

27 Moreover, the Settlement Agreement appears to treat Class members equitably relative to  
28 each other.

1 As discussed during the hearing, the Court has concerns regarding the attorneys' fees  
2 award of one-third considering the relatively uneventful litigation and low-level of discovery up  
3 until now and the amount of settlement compared to "reasonable expected recovery" at trial. The  
4 Court will evaluate the Settlement Agreement fully at the hearing for final approval.

5 Based on the foregoing, the Court conditionally certifies the class and provisionally  
6 appoints Justice Law Corporation as Class Counsel and plaintiff Esteban Alcazar as class  
7 representative(s).

### 8 **III. PLAN OF NOTICE, ALLOCATION, AND ADMINISTRATION**

#### 9 **A. Notice Plan**

10 A court must "direct notice [of a proposed class settlement] in a reasonable manner to all  
11 class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). "The class must be  
12 notified of a proposed settlement in a manner that does not systematically leave any group without  
13 notice." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982). Adequate  
14 notice requires: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to  
15 apprise the Class members of the proposed settlement and of their right to object or to exclude  
16 themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate,  
17 and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable  
18 requirements of due process and any other applicable requirements under federal law. *Phillips*  
19 *Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Due process requires "notice reasonably  
20 calculated, under all the circumstances, to apprise interested parties of the pendency of the action  
21 and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr.*  
22 *Co.*, 339 U.S. 306, 314 (1950).

23 The parties' proposed notice plan appears to be constitutionally sound in that plaintiff has  
24 made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under  
25 the circumstances, to apprise the Class members of the proposed settlement and of their right to  
26 object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and  
27 constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv)  
28 meet all applicable requirements of due process and any other applicable requirements under

1 federal law.<sup>1</sup> The Court encourages the parties to consider additional forms of notice, including  
2 but not limited to, social media, text messages, email, and postal mail.

3 The Court approves the long form Notice of Proposed Class Action Settlement attached as  
4 **Exhibit B** to this Order. Taken together these notices are sufficient to inform Class members of  
5 the terms of the Settlement Agreement, their rights under the Settlement Agreement, their rights to  
6 object to or comment on the Settlement Agreement, their right to receive a payment or opt out of  
7 the Settlement Agreement, the process for doing so, and the date and location of the Fairness and  
8 Final Approval hearing. The forms of plan of notice are therefore **APPROVED**.

9 **B. Plan of Allocation**

10 The Court preliminarily approves the proposed plan of allocation set forth in the Motion  
11 and the class notices. Class members will receive a Settlement Share unless they submit a valid  
12 and timely Opt-Out Form not later than the date provided on the long-form notice; specifically,  
13 August 13, 2024.

14 **C. Settlement Administrator**

15 CPT Group, Inc. is appointed to act as the Settlement Administrator, pursuant to the terms  
16 set forth in the Settlement Agreement.

17 The Settlement Administrator shall distribute the Class Notice according to the notice plan  
18 described in the Settlement Agreement and substantially in the form approved herein, no later than  
19 April 23, 2024 (“Notice Date”). Proof of distribution of the Class Notice shall be filed by the  
20 parties in conjunction with the motion for final approval.

21 Defendant is directed to provide to the Settlement Administrator the Class members’  
22 contact data as specified by the Settlement Agreement no later than April 23, 2024.

23 **D. Exclusion/Opt-Out**

24 Any Class Member shall have the right to be excluded from the Class by mailing a request  
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26 <sup>1</sup> Discussed at hearing, however, it is utmost important to consider the demographic of the class  
27 and adjust the level of readability/comprehensibility of the language used, the size of the font, and  
28 presentations in languages other than English. See *Procedural Guidance for Class Action  
Settlements*, CAND, <https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/> (rule 3, “NOTICE”).

1 for exclusion to the Settlement Administrator no later than August 13, 2024. Requests for  
2 exclusion must be in writing and set forth the name and address of the person who wishes to be  
3 excluded and must be signed by the class member seeking exclusion. No later than August 27,  
4 2024, Class Counsel shall file with the Court a list of all persons or entities who have timely  
5 requested exclusion from the Class as provided in the Settlement Agreement.

6 Any Class Member who does not request exclusion from the settlement class as provided  
7 above shall be bound by the terms and provisions of the Settlement Agreement upon its final  
8 approval, including but not limited to the releases, waivers, and covenants described in the  
9 Settlement Agreement, whether or not such person or entity objected to the Settlement Agreement  
10 and whether or not such person or entity makes a claim upon the settlement funds.

#### 11 **E. Objections**

12 Any Class Member who has not submitted a timely request for exclusion from the  
13 Settlement Agreement shall have the right to object to (1) the Settlement Agreement, (2) the plan  
14 of allocation; and/or Class Counsel's motion for attorneys' fees and Class Representative Awards  
15 by mailing to the Settlement Administrator a written objection and stating whether they intend to  
16 appear at the Fairness Hearing, as set forth in the Class Notice, no later than August 27, 2024.  
17 Failure to submit a timely written objection will preclude consideration of the Class Member's  
18 later objection at the time of the Fairness Hearing.

#### 19 **F. Attorneys' Fees and Class Representative Awards**

20 Plaintiff(s) and their counsel shall file their motion for attorneys' fees and for Class  
21 Representative awards no later than July 9, 2024. Each settlement class member shall have the  
22 right to object to the motion for attorneys' fees and Class Representative awards by filing a written  
23 objection with the Court no later than August 13, 2024.

24 The Court requested Plaintiff to provide justification for the amount requested. To date,  
25 the Court has not received any briefing or memorandum. Attorney's fees for settlements of this  
26 nature generally range between 25%-30%. Counsel in this case is requesting attorney fees  
27 amounting to approximately 33.5%.

28



1 The Court finds this amount to be exorbitant absent justification for over 33.5% or the  
2 settlement award.

3 Plaintiff filed a Motion to Remand on December 20, 2021 and a reply brief on January 10,  
4 2022. See, ECF 13, 14. The Court denied the motion on August 10, 2022. ECF 22. The parties  
5 notified the Court on January 24, 2023 that a settlement had been reached and that a Memorandum  
6 of Understanding needed to be completed. ECF 27. Thereafter, all efforts were focused on the  
7 details of the settlement. The Plaintiff filed a Motion for Settlement and Preliminary Approval on  
8 October 10, 2023. ECF 40. There were no other motions filed in the case.

9 Plaintiffs shall file a reply brief responding to any timely objection no later than August  
10 27, 2024.

11 **G. Fairness and Final Approval Hearing**

12 All briefs, memoranda, and papers in support of final approval of the settlement shall be  
13 filed no later than July 9, 2024.

14 The Court will conduct a Fairness and Final Approval Hearing on Tuesday, September 10,  
15 2024, at 2:00 p.m., to determine whether the Settlement Agreement should be granted final  
16 approval as fair, reasonable, and adequate as to the Class. The Court will hear all evidence and  
17 argument necessary to evaluate the Settlement Agreement and will consider Class Counsel's  
18 motion for attorneys' fees and for Class Representative awards.

19 Class members may appear, by counsel or on their own behalf, to be heard in support of or  
20 opposition to the Settlement Agreement and Class Counsel's Motion for attorneys' fees and Class  
21 Representative awards by filing a Notice of Intention to Appear no later than August 27, 2024.

22 The Court reserves the right to continue the date of the final approval hearing without  
23 further notice to Class members.

24 The Court retains jurisdiction to consider all further applications arising out of or in  
25 connection with the Settlement.

26 **H. Post-Distribution Accounting**

27 If final approval is granted, the parties will be required to file a Post-Distribution  
28 Accounting in accordance with this District's Procedural Guidance for Class Action Settlements


1 and at a date set by the Court at the time of the final approval hearing. Counsel should prepare  
 2 accordingly.

Summary of Key Dates	
Event	Date
Class data to be provided to Settlement Administrator	April 9, 2024
Class Notice to be sent by	April 23, 2024
Class Counsel to file their motion for fees and costs and Class Representative awards	July 9, 2024
Motion for Final Approval to be filed by	July 9, 2024
Postmark deadline to submit objection or request for exclusion	August 13, 2024
Class counsel and settlement administrator to submit supplemental statements regarding status of notice program, objections, opt-outs	August 27, 2024
Fairness and Final Approval Hearing	September 10, 2024
	NOTE: Subject to change without further notice to the Class.

13 This order resolves ECF 40.

14 **IT IS SO ORDERED.**

15 Dated: April 8, 2024

17   
 18 TRINA L. THOMPSON  
 19 United States District Judge

United States District Court  
 Northern District of California

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# **EXHIBIT A**

1 Mitchell F. Boomer (State Bar No. 121441)  
2 Janelle J. Sahouria (State Bar No. 253699)  
3 **JACKSON LEWIS P.C.**  
4 50 California Street, 9th Floor  
5 San Francisco, California 94111-4615  
6 Telephone: (415) 394-9400  
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8 E-mail: Mitchell.Boomer@jacksonlewis.com  
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10 Attorneys for Defendant  
11 CALIFORNIA UNITED MECHANICAL, INC.

12 Douglas Han (SBN 232858)  
13 Shunt Tatavos-Gharajeh (SBN 272164)  
14 Talia Lux (SBN 336074)  
15 **JUSTICE LAW CORPORATION**  
16 751 North Fair Oaks Avenue, Suite 101  
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18 Telephone: (818) 230-7502  
19 Facsimile: (818) 230-7259  
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21 Email: statavos@justicelawcorp.com  
22 Email: cpetersen@justicelawcorp.com

23 *Attorneys for Plaintiff* ESTEBAN ALCAZAR

24 **UNITED STATES DISTRICT COURT**  
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 ESTEBAN ALCAZAR, individually, and on  
27 behalf of other members of the general public  
28 similarly situated;

Plaintiff,

v.

CALIFORNIA UNITED MECHANICAL, INC.,  
a California corporation; and DOES 1 through  
100, inclusive;

Defendants.

Case No. 3:21-cv-09003-TLT

**JOINT STIPULATION AND  
SETTLEMENT AGREEMENT**

Complaint Filed: September 13, 2021  
Removed: November 19, 2021  
Trial Date: Not Set

1 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**  
2 **AND RELEASE**

3 This Joint Stipulation of Class, and Representative Action Settlement Agreement and  
4 Release, including Exhibit A hereto (“Settlement Agreement” or “Settlement”) is made and  
5 entered into between (1) Plaintiff Esteban Alcazar (“Plaintiff” or “Class Representative”), as an  
6 individual and on behalf of all others similarly situated, the State of California, and all alleged  
7 aggrieved employees, by and through his counsel of record, Justice Law Corporation (“Class  
8 Counsel”); and (2) Defendant California United Mechanical, Inc. (“Defendant”), by and through  
9 its counsel of record, Jackson Lewis P.C. (“Defense Counsel”), and is subject to the approval of  
10 the Court, as provided below.

11 This settlement shall be binding on (1) Plaintiff, all Participating Class Members, the  
12 State of California (including but not limited to the California Labor Workforce Development  
13 Agency), and all alleged aggrieved employees, all of whom Plaintiff purports to represent; and  
14 (2) Defendant and its respective present and former parent companies, subsidiaries, divisions,  
15 related or affiliated companies, shareholders, partners, officers, directors, employees, agents,  
16 attorneys, successors and assigns, and any individual or entity which could be liable for any of  
17 the released claims (as defined below), subject to the terms and conditions hereof and the  
18 approval of the Court.

19 **RECITALS**

- 20 1. On September 13, 2021, Plaintiff initiated this putative class action by filing a  
21 Complaint in the Superior Court of California, County of Santa Clara (Case  
22 No. 21CV388469) on behalf of himself and non-exempt hourly-paid employees in  
23 California, alleging the following causes of action: (a) unpaid overtime; (b) unpaid meal  
24 period premiums; (c) unpaid rest period premiums; (d) unpaid minimum wages; (e) final  
25 wages not timely paid; (f) non-compliant wage statements; (g) unreimbursed business  
26 expenses; and (h) violation of Business and Professions Code section 17200, *et seq.*
- 27 2. On November 19, 2021, Defendant filed a Notice of Removal and removed the Action to  
28 the United States District Court, Northern District of California.

- 1       **3.** On November 1, 2022, the Parties participated in mediation before Jeffrey A. Ross  
2       (“Mediator”), a respected mediator for wage and hour class actions. The settlement  
3       discussions were conducted at arm’s-length, and the settlement is the result of an  
4       informed and detailed analysis of Defendant’s potential liability of total exposure in  
5       relation to the costs and risks associated with continued litigation. Further, the Parties  
6       engaged in informal discovery, in which Defendant made available policies, payroll and  
7       timekeeping data, and workforce data. Based on the documents and information  
8       produced, as well as Class Counsel’s own independent investigation and evaluation, and  
9       the Mediator’s efforts, Class Counsel believes that the settlement with Defendant for the  
10      consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,  
11      and adequate, and is in the best interest of the putative class members in light of the  
12      facts and circumstances, including the risk of significant delay and uncertainty  
13      associated with litigation and various defenses asserted by Defendant.
- 14      **4.** On August 29, 2023, Plaintiff filed a First Amended Complaint (the “operative  
15      complaint”), which included a PAGA claim, but left the other claims unchanged.
- 16      **5.** Defendant denies all material allegations set forth in the operative complaint and this  
17      Action and has asserted numerous affirmative defenses and other defenses. But in the  
18      interest of avoiding the cost and expense of further litigation, Defendant desires to settle  
19      all actual or potential claims fully and finally by the putative class members.
- 20      **6.** Class Counsel in the Action diligently investigated the putative class members’ claims  
21      against Defendant, including any and all applicable defenses and the applicable law. The  
22      investigation included, *inter alia*, the exchange of documents, information, and data  
23      through formal and informal discovery methods during the litigation.
- 24      **7.** This Settlement Agreement is made and entered into by and between: (a) Plaintiff,  
25      individually and on behalf of all others similarly situated, the State of California  
26      (including the LWDA), and all alleged aggrieved employees; and (b) Defendant and is  
27      subject to the terms and conditions hereof and the Court’s approval. The Parties  
28      expressly acknowledge that this Settlement Agreement is entered into solely for the

1 purpose of compromising significantly disputed claims and that nothing herein is an  
2 admission of liability or wrongdoing by Defendant. If for any reason the Settlement  
3 Agreement is not approved, it will be of no force or effect, and the Parties shall be  
4 returned to their original respective positions.

5 **DEFINITIONS**

6 **8.** This Settlement Agreement is intended by Plaintiff and Defendant to resolve, discharge,  
7 and settle the Released Claims (as defined below), upon and subject to the terms and  
8 conditions hereof, as follows: fully, finally, and forever.

9 **8.1** “**Action**” means *Esteban Alcazar v. California United Mechanical, Inc.*, U.S.  
10 District Court for the Northern District of California, Case No. 3:21-cv-09003-  
11 TLT.

12 **8.2** “**Attorneys’ Fees and Costs**” means the attorneys’ fees and costs agreed upon by  
13 the Parties and approved by the Court for Class Counsel’s litigation and resolution  
14 of this Action, including, but not limited to, attorneys’ fees and costs associated  
15 with documenting the Settlement, securing the Court’s approval of the Settlement,  
16 administering the Settlement, obtaining entry of a Judgment terminating this  
17 Action, and expenses for any experts. Class Counsel will request, and Defendant  
18 will not oppose, attorneys’ fees of up to one-third of the Maximum Settlement  
19 Amount (*i.e.*, up to Three Hundred Thirty-One Thousand Six Hundred and Sixty-  
20 Six Dollars and Sixty-Six Cents (\$331,666.66)). Attorneys’ Fees and Costs also  
21 includes the additional reimbursement of any reasonable costs and expenses  
22 associated with Class Counsel’s litigation and settlement of the Action, not to  
23 exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval.  
24 Defendant has agreed not to oppose Class Counsel’s cost application up to the  
25 above specified amounts. Any portion of the requested attorneys’ fees and costs  
26 not awarded to Class Counsel by the Court shall be added to the Net Class  
27 Settlement Amount for the benefit of Participating Class Members.

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**8.3** "Class" or "Settlement Class" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from September 13, 2017, through January 15, 2023.

**8.4** "Class Counsel" means Justice Law Corporation collectively, which will seek to be appointed counsel for the Settlement Class.

**8.5** "Class Data" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s (a) full name; (b) Social Security Number; (c) most recent mailing address; and (d) dates of employment.

**8.6** "Class Member" means any member of the Class.

**8.7** "Class Notice" means the form of direct-mail notice to the Class, substantially in the form attached hereto as **Exhibit A**, as may be modified by the Court. The Class Notice shall include: (a) information regarding the nature of the Action; (b) summary of the Settlement’s principal terms; (c) Settlement Class definition; (d) total number of workweeks each Class Member worked for Defendant during the Class Period and the PAGA Period (as defined below); (e) each Class Member’s estimated Individual Settlement Payment and formula for calculating Individual Settlement Payments; (f) the dates that comprise the Class Period and the PAGA Period; (g) information regarding disputing workweeks, objections, or requests for exclusion from the Settlement (to the extent permitted by this Settlement Agreement); (h) deadlines by which Class Members must fax or postmark disputes of workweeks, objections, or requests for exclusion from the Settlement (to the extent permitted by this Settlement Agreement); (i) claims to be released; and (j) date for the Final Approval Hearing. The Class Notice shall be mutually agreed upon by the Parties and presented to the Court for approval.

**8.8** "Class Period" means the period from September 13, 2017, through January 15, 2023.



1           **8.9 “Class Representative”** means Plaintiff Esteban Alcazar, who will seek to be  
2 appointed as the representative for the Class.

3           **8.10 “Court”** means the United States District Court, Northern District of California,  
4 the Honorable Trina L. Thompson, United States District Judge, presiding.

5           **8.11 “Effective Date”** means the date when all of the following events have occurred:  
6 (a) Settlement has been executed by all Parties, Class Counsel, and Defense  
7 Counsel; (b) Court has given preliminary approval to the Settlement; (c) Class  
8 Notice has been given to Class Members, providing them with an opportunity to  
9 object to or opt-out of the terms of this Settlement (to the extent permitted by this  
10 Settlement Agreement); (d) Court has held a formal fairness hearing and entered a  
11 final Order and Judgment certifying the Settlement Class and approving the  
12 Settlement; (e) in the event there are no valid objections submitted, the day the  
13 Court entered a final Order and Judgment certifying the Settlement Class and  
14 approving the Settlement; and (f) in the event there are valid objections submitted,  
15 thirty-five (35) calendar days have passed since the Court has entered a final Order  
16 and Judgment certifying the Settlement Class and approving the Settlement or, if  
17 any appeal, writ, or other appellate proceeding opposing the Court’s final Order  
18 approving the Settlement has been filed, five (5) business days after any appeal,  
19 writ, or other appellate proceedings opposing the Settlement has been finally and  
20 conclusively dismissed with no right to pursue further remedies or relief.

21           **8.12 “Enhancement Payment”** means the amount to be paid to Plaintiff in recognition  
22 of his effort and work in prosecuting the Action on behalf of the Class, the State of  
23 California, and the PAGA Members, and negotiating the Settlement. The Parties  
24 agree that Plaintiff will be paid, subject to Court approval, Ten Thousand Dollars,  
25 and Zero Cents (\$10,000.00) from the Maximum Settlement Amount for his  
26 services on behalf of the Class Members, the State of California, and the PAGA  
27 Members, and in negotiating the Settlement, subject to the Court granting final  
28 approval of this Settlement and subject to the exhaustion of any and all appeals.

1           **8.13 “Final Approval Hearing”** means the hearing at which the Court will make a  
2           final determination whether the terms of the Settlement Agreement are fair,  
3           reasonable, and adequate for the Class and meet all applicable requirements for  
4           approval, and, if the Settlement is so approved, whether a judgment should be  
5           entered thereon, whether the Class Representative’s application for Enhancement  
6           Payment should be granted, and whether an application by Class Counsel for an  
7           award of reasonable Attorneys’ Fees and Costs should be granted.

8           **8.14 “Final Approval Order”** means the final order by the Court approving the  
9           Settlement Agreement following the Final Approval Hearing.

10          **8.15 “Individual Settlement Payment”** means the total amount a Class Member will  
11          receive under the terms of this Settlement. A Class Member’s Individual  
12          Settlement Payment will be comprised of two parts: (a) if the Class Member is a  
13          Participating Class Member, their share of the Net Class Settlement Amount as  
14          determined by the formula set forth in this Settlement Agreement; and (b) if the  
15          Class Member is a PAGA Member, their share of the portion of the PAGA  
16          Payment that will be distributed to alleged employees as determined by the  
17          formula set forth in this Settlement Agreement.

18          **8.16 “Judgment”** means the final judgment by the Court approving the Settlement and  
19          entering judgment consistent with Federal Rule of Civil Procedure 23(e).

20          **8.17 “Maximum Settlement Amount”** means the maximum settlement amount that  
21          Defendant shall be obligated to pay under this Settlement: Nine Hundred Ninety-  
22          Five Thousand Dollars and Zero Cents (\$995,000.00). In no event shall Defendant  
23          be required to pay more than the Maximum Settlement Amount, except for  
24          Defendant’s payment of employer’s side payroll taxes as provided herein.

25          **8.18 “Net Class Settlement Amount”** means the Maximum Settlement Amount, less  
26          the amounts awarded by the Court for: (a) Class Counsel’s Attorneys’ Fees and  
27          Costs; (b) Settlement Administration Costs; (c) PAGA Payment; and  
28          (d) Enhancement Payment. The Net Class Settlement Amount is the maximum

1 amount that shall be made available and distributed to the Participating Class  
2 Members as part of their Individual Settlement Payments.

3 **8.19 “PAGA Members”** means the subclass of Class Members employed by  
4 Defendant in California as a non-exempt or hourly employee at any time during  
5 the PAGA Period, who constitute the alleged aggrieved employees within the  
6 meaning of PAGA in this Action.

7 **8.20 “PAGA Payment”** means the amount that the Parties have agreed to pay from the  
8 Maximum Settlement Amount to the LWDA in connection with PAGA. The  
9 Parties have agreed that Fifty Thousand Dollars and Zero Cents (\$50,000.00) of  
10 the Maximum Settlement Amount will be allocated to the resolution of the claims  
11 under PAGA. Of this amount, and in accordance with PAGA, 75% (*i.e.*, Thirty-  
12 Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)) of the PAGA  
13 Payment will be paid to the LWDA and 25% (*i.e.*, Twelve Thousand and Five  
14 Hundred Dollars and Zero Cents (\$12,500.00)) of the PAGA Payment will be  
15 distributed to the PAGA Members in accordance with the formula set forth in this  
16 Settlement Agreement.

17 **8.21 “PAGA Period”** means the period from July 10, 2020 (*i.e.*, one year and sixty-  
18 five days prior to the filing of the original Complaint on September 13, 2021)  
19 through January 15, 2023.

20 **8.22 “Participating Class Members”** means the Class Members included in the  
21 Settlement who do not timely request to be excluded from the Settlement (to the  
22 extent permitted by this Settlement Agreement) pursuant to the terms set forth in  
23 the Class Notice and approved by the Court.

24 **8.23 “Party” or “Parties”** means Plaintiff Esteban Alcazar and Defendant United  
25 Mechanical, Inc., individually or collectively.

26 **8.24 “Released Class Claims”** means all claims under state or local law, whether  
27 statutory or common law arising out of the claims expressly pleaded in the Action  
28 and all other claims, such as those under the California Labor Code, applicable

1 Wage Orders, regulations, and/or other provisions of law, that could have been  
2 pleaded based on the facts pleaded in the Action, including but not limited to: (a)  
3 failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to  
4 provide all meal breaks; (d) failure to provide all rest breaks; (e) failure to provide  
5 accurate itemized wage statements; (f) failure to timely pay wages upon  
6 termination; (g) failure to maintain required records; (h) failure to reimburse  
7 necessary business expenses; (i) unfair business practices; and (j) all claims for  
8 injunctive relief, liquidated damages, penalties, including all civil penalties under  
9 the Private Attorneys General Act of 2004 (“PAGA”), interest, fees, and costs, and  
10 all other claims and allegations made that could have been made in the Action  
11 during the Released Class Claims Period based on the facts and allegations in the  
12 operative complaint.

13 **8.25 “Released Class Claims Period”** means the period from September 13, 2017,  
14 through January 15, 2023.

15 **8.26 “Released PAGA Claims”** means the claims released by Plaintiff and the State of  
16 California (including the LWDA), which include all claims for civil penalties,  
17 attorneys’ fees, and costs arising out of the Labor Code claims and allegations  
18 expressly pleaded in the Action, and all other Labor Code claims that could have  
19 been asserted based on the facts and allegations pleaded in the Action, including  
20 but not limited to: (a) failure to pay wages owed, including minimum and overtime  
21 wages; (b) failure to provide meal and rest periods; (c) failure to pay all wages due  
22 to discharged or quitting employees; (d) failure to provide accurate wage  
23 statements; and (e) failure to reimburse business expenses. PAGA Members shall  
24 be barred from asserting the Released PAGA Claims on behalf of the State of  
25 California that arose during the Released PAGA Claims Period.

26 **8.27 “Released PAGA Claims Period”** means the period from July 10, 2020 (*i.e.*, one  
27 year and sixty-five days prior to the filing of the original Complaint on September  
28 13, 2021) through January 15, 2023.

1 **8.28 “Released Parties”** means Defendant and all its present and former parent  
2 companies, subsidiaries, divisions, concepts, related or affiliated companies, and  
3 its shareholders, officers, directors, employees, agents, attorneys, insurers,  
4 successors and assigns, counsel of record in the Action, and any individual or  
5 entity that could be liable for any of the claims released through this Settlement.

6 **8.29 “Settlement Administrator”** means CPT Group, Inc., an independent third-party  
7 that will be engaged by the Parties and paid out of the Maximum Settlement  
8 Amount, with the approval of Defendant, to perform the notice, claims  
9 administration, and distribution functions further described in this Settlement  
10 Agreement.

11 **8.30 “Settlement Agreement” or “Settlement”** means this Joint Stipulation of Class,  
12 and Representative Action Settlement and Release, including any permitted and  
13 executed amendments hereto.

14 **TERMS OF AGREEMENT**

15 **9.** NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements  
16 set forth herein, the Parties agree, subject to the Court’s approval, as follows:

17 **10. Class Action Certification.**

18 **10.1** Solely for purposes of settling the Action, and not for purposes of class or  
19 collection action certification should the matter not be settled or for any other  
20 reason, the Parties stipulate and agree that the requisites for establishing class  
21 action certification with respect to the Settlement Class have been met and are  
22 met. Specifically, the Parties stipulate and agree that:

- 23 (1) The Settlement Class is ascertainable and so numerous as to make  
24 it impracticable to join all Class Members;
- 25 (2) Plaintiff’s claims are typical of the Class Members’ claims;
- 26 (3) Plaintiff’s and Class Members’ claims share common questions of  
27 law and fact including, but not limited to, the following: (a)  
28 whether Defendant failed to pay the Class for all hours worked,

1 including overtime; (b) failed to provide Class Members accurate  
 2 wage statements; and (c) failed to pay Class Members all wages  
 3 due upon termination. The common questions of law and fact  
 4 predominate, making a class action a superior mode for fairly and  
 5 efficiently adjudicating the claims; and

6 (4) Plaintiff and Class Counsel will fairly and adequately protect the  
 7 Class Members' interests.

8 **10.2** Should this Settlement not be approved by the Court or be terminated, the  
 9 stipulations above with respect to class action certification shall be null and void  
 10 and shall not be admissible for any purpose whatsoever.

11 **11. Consideration/Payments to Class Members, Class Counsel, and Plaintiff.**

12 **11.1 Maximum Settlement Amount.** Defendant shall pay Nine Hundred Ninety-Five  
 13 Thousand Dollars and Zero Cents (\$995,000.00) in exchange for the resolution of  
 14 all claims, causes of action, allegations, fees, expenses, and costs for this Action  
 15 and settlement, including (a) Class Counsel's Attorneys' Fees and Costs; (b) the  
 16 Enhancement Payment; (c) Settlement Administration Costs; (d) the PAGA  
 17 Payment; and (e) the Individual Settlement Payments. In no event shall Defendant  
 18 be required to pay more than the \$995,000.00 Maximum Settlement Amount,  
 19 except for Defendant's share of employer-side payroll taxes as provided herein.

20 **11.2 Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any  
 21 application or motion by Class Counsel for Attorneys' Fees and Costs of not more  
 22 than one-third (1/3) of the Maximum Settlement (*i.e.*, up to Three Hundred Thirty-  
 23 One Thousand Six Hundred and Sixty-Six Dollars and Sixty Six Cents  
 24 (\$331,666.66), plus the reimbursement of reasonable costs and expenses  
 25 associated with Class Counsel's litigation and settlement of the Action, not to  
 26 exceed Twenty Thousand Dollars (\$20,000.00). All the above attorneys' fees and  
 27 costs will be paid from the Maximum Settlement Amount.  
 28

1           **11.3** Enhancement Payment. In exchange for a general release of all claims, and in  
2 recognition of his effort and work in prosecuting the Action on behalf of the Class  
3 Members, the State of California, and the PAGA Members, and negotiating the  
4 Settlement, Defendant agrees not to oppose or impede any application or motion  
5 for an Enhancement Payment of up to Ten Thousand Dollars and Zero Cents  
6 (\$10,000.00) to the Class Representative. The Enhancement Payment, which will  
7 be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's  
8 Individual Settlement Payment paid pursuant to the Settlement. The Class  
9 Representative agrees to execute a general release of all claims, including a waiver  
10 of Civil Code section 1542. The Settlement Administrator will issue an IRS Form  
11 1099 for the Enhancement Payment to the Class Representative, and the Class  
12 Representative shall be solely and legally responsible for correctly characterizing  
13 this compensation for tax purposes and for paying any taxes on the amounts  
14 received. The Class Representative agrees to indemnify and hold Defendant  
15 harmless from any claim or liability for taxes, penalties, or interest arising because  
16 of the Enhancement Payment. Should the Court approve the Enhancement  
17 Payment to the Class Representative in an amount less than that set forth above,  
18 the amount shall be added to the Net Class Settlement Amount for the benefit of  
19 the Participating Class Members.

20           **11.4** Settlement Administration Costs. The Settlement Administrator will be paid for  
21 the reasonable costs of administration of the Settlement and distribution of  
22 payments from the Maximum Settlement Amount, which is currently estimated to  
23 be no more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). These  
24 expenses and costs, which will be paid from the Maximum Settlement Amount,  
25 will include, *inter alia*, setting up and periodically updating a website for Class  
26 Members to access that will list key deadlines and have links to the Class Notice,  
27 Preliminary Approval Order, motions for preliminary approval, final approval, and  
28 attorneys' fees, and any other important documents in this Action, the required tax

1 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS  
 2 Forms, distributing the Class Notice, calculating and distributing the Maximum  
 3 Settlement Amount and Attorneys' Fees and Costs, and providing necessary  
 4 reports and declarations. The Parties acknowledge that Settlement Administration  
 5 Costs may increase above the current estimate set forth above and that any such  
 6 additional Settlement Administration Costs will be taken out of the Maximum  
 7 Settlement Amount. Any portion of the estimated or designated Settlement  
 8 Administration Costs that are not in fact required to fulfill the total Settlement  
 9 Administration Costs will become part of the Net Class Settlement Amount for the  
 10 benefit of the Participating Class Members.

11 **11.5 PAGA Payment.** Subject to Court approval, the Parties agree that the PAGA  
 12 Payments designated above in Section 8.20 will be designated for satisfaction of  
 13 Plaintiff's, State of California's, and PAGA Members' claims under PAGA.

14 **11.6 Individual Settlement Payments.** Individual Settlement Payments will be  
 15 calculated based on the number of workweeks a Class Member worked during  
 16 the Class Period and the PAGA Period. Specific calculations of Individual  
 17 Settlement Payments will be made as follows:

18 (1) The Settlement Administrator will determine the number of  
 19 workweeks worked by each Participating Class Member during  
 20 the Class Period, amount from the Net Class Settlement Amount  
 21 to be paid per workweek, number of workweeks worked by each  
 22 PAGA Member during the PAGA Period, amount from the PAGA  
 23 Payment to be paid per workweek, and Individual Settlement  
 24 Payments to be distributed to each Class Member.

25 (2) Defendant's employee data will be presumed to be correct unless  
 26 a Class Member proves otherwise to the Settlement Administrator  
 27 by credible evidence. All workweek disputes will be resolved and  
 28 decided by the Settlement Administrator, and the Settlement



1 Administrator's decision on all workweek disputes will be final  
2 and non-appealable.

3 (3) Distribution of the Net Class Settlement Amount will be  
4 calculated by dividing the Net Class Settlement Amount by the  
5 total number of workweeks for all Participating Class Members  
6 during the Class Period (resulting in the "Class Workweek  
7 Value"), and then multiplying the Class Workweek Value by the  
8 number of workweeks worked by each Participating Class  
9 Member during the Class Period.<sup>1</sup>

10 (4) Distribution of the portion of the PAGA Payment allocable to  
11 alleged aggrieved employees will be calculated by dividing  
12 \$12,500.00 by the total number of workweeks for all PAGA  
13 Members during the PAGA Period (resulting in the "PAGA  
14 Workweek Value"), and then multiplying the PAGA Workweek  
15 Value by the number of workweeks worked by each PAGA  
16 Member during the PAGA Period.<sup>2</sup>

17 **11.7 Settlement Awards Do Not Trigger Additional Benefits.** All settlement awards to  
18 Class Members shall be deemed to be paid to such Class Members solely in the  
19 year in which such payments are received by the Class Members. It is expressly  
20 understood and agreed that the receipt of such individual settlement awards will  
21 not entitle any Class Member to additional compensation or benefits under any  
22 company bonus, contest or other compensation or benefit plan or agreement in  
23 place during the period covered by the Settlement, nor will it entitle any Class  
24 Member to any increased retirement, 401K benefits or matching benefits, or  
25 deferred compensation benefits. It is the intent of this Settlement the individual  
26 settlement awards provided for in this Settlement are the sole payments to be made

27 <sup>1</sup> All workweek calculations shall be rounded to the nearest whole.

28 <sup>2</sup> All workweek calculations shall be rounded to the nearest whole.

1 by Defendant to the Class Members and that the Class Members are not entitled to  
2 any new or additional compensation or benefits as a result of having received the  
3 individual settlement awards (notwithstanding any contrary language or agreement  
4 in any benefit or compensation plan document that might have been in effect  
5 during the period covered by this Settlement).

6 **11.8** Limitation on Fees and Costs. Except as provided in this Settlement Agreement,  
7 Defendant shall not be required to pay any other expenses, costs, damages, or fees  
8 incurred by Plaintiff, by any Class Member, or by any of their attorneys, experts,  
9 advisors, agents, or representatives. Any award of attorneys' fees and costs  
10 payable hereunder to Class Counsel, and the specific allocation of the award of  
11 attorneys' fees and costs payable to Class Counsel, shall be in complete  
12 satisfaction of any and all claims for such attorneys' fees and costs, under state or  
13 federal law, which Plaintiff, Class, Class Counsel, or any other attorneys have or  
14 may have against Defendant arising out of or in connection with the Action and its  
15 settlement, including, but not limited to, any claims for attorneys' fees and costs  
16 involved in litigating the Action and in negotiating and implementing this  
17 Settlement Agreement, as well as attorneys' fees and costs incurred through and  
18 after the final disposition and termination of the Action and including any and all  
19 appeals. Defendant shall not be responsible for distributing or apportioning any  
20 award of attorneys' fees and costs among Class Counsel.

21 **12. Releases and Judgment.**

22 **12.1** Release of Class Claims. Upon the Effective Date, Plaintiff and all Participating  
23 Class Members will be deemed to have fully, finally, and forever released, settled,  
24 compromised, relinquished, and discharged with respect to all the Released Parties  
25 any and all Released Class Claims that accrued during the Released Class Claims  
26 Period. As defined above, Released Class Claims include all claims under state or  
27 local law, whether statutory or common law arising out of the claims expressly  
28 pleaded in the Action and all other claims, such as those under the Labor Code,

1 applicable Wage Orders, regulations, and/or other provisions of law, that could  
2 have been pleaded based on the facts pleaded in the Action, including but not  
3 limited to: (a) failure to pay minimum wages; (b) failure to pay overtime wages;  
4 (c) failure to provide all meal breaks; (d) failure to provide all rest breaks; (e)  
5 failure to provide accurate itemized wage statements; (f) failure to timely pay  
6 wages upon termination; (g) failure to maintain required records; (h) failure to  
7 reimburse necessary business expenses; (i) unfair business practices; and (j) all  
8 claims for injunctive relief, liquidated damages, penalties, including all civil  
9 penalties under PAGA, interest, fees, and costs, and all other claims and  
10 allegations made that could have been made in the Action during the Released  
11 Class Claims Period based on the facts and allegations in the operative complaint.

12 **12.2** Release of PAGA Claims. Upon the Effective Date, Plaintiff, and the State of  
13 California (including the LWDA), will be deemed to have fully, finally, and  
14 forever released, settled, compromised, relinquished, and discharged with respect  
15 to all the Released Parties any and all Released PAGA Claims that accrued during  
16 the Released PAGA Claims Period. Upon the Effective Date, the PAGA Members  
17 will be barred from prosecuting on behalf of the State of California all Released  
18 PAGA Claims that accrued during the Released PAGA Claims Period against the  
19 Released Parties. As defined above, Released PAGA Claims include all claims for  
20 civil penalties, attorneys' fees, and costs arising out of the Labor Code claims and  
21 allegations expressly pleaded in the Action, and all other Labor Code claims that  
22 could have been asserted based on the facts and allegations pleaded in the Action,  
23 including but not limited to: (a) failure to pay wages owed, including minimum  
24 and overtime wages; (b) failure to provide meal and rest periods; (c) failure to pay  
25 all wages due to discharged or quitting employees; (d) failure to provide accurate  
26 wage statements; and (e) failure to reimburse for necessary business expenses.

27 **12.3** General Release by Plaintiff. In exchange for the benefits of this Settlement,  
28 including the Enhancement Payment, Plaintiff agrees to execute a separate general

1 release of all claims, including a waiver of Civil Code section 1542. Plaintiff shall  
2 execute the general release upon executing this Settlement Agreement, and the  
3 general release shall become effective on the Effective Date.

4 **12.4 Judgment.** In exchange for the consideration set forth in this Settlement  
5 Agreement, Plaintiff, individually and on behalf of the Class Members, State of  
6 California (including the LWDA), and PAGA Members agree to enter Judgment  
7 with a release of all claims, as set forth herein.

8 **13. Settlement Administration Process – Preliminary Approval.**

9 **13.1 Duties of the Parties for Preliminary Approval.** The Parties shall promptly  
10 submit this Settlement Agreement to the Court in support of Plaintiff’s Motion  
11 for Preliminary Approval and determination by the Court as to the Settlement’s  
12 fairness, adequacy, and reasonableness. The Parties shall apply to the Court for  
13 the entry of an order:

- 14 (1) Conditionally certifying the Class for settlement purposes only;
- 15 (2) Approving, as to form and content, the proposed Class Notice;
- 16 (3) Approving the manner and method for Class Members to object  
17 and request exclusion from the Settlement as permitted herein and  
18 within the Class Notice;
- 19 (4) Directing the mailing of the Class Notice;
- 20 (5) Preliminarily approving the Settlement subject only to the  
21 objections of Class Members and final review by the Court.

22 Class Counsel shall draft the Motion for Preliminary Approval and all other  
23 materials required for Preliminary Approval, including the Class Notice and the  
24 Proposed Order Granting Preliminary Approval. Defendant will be provided five  
25 (5) business days to review and comment on the drafts. The Class Notice and  
26 Proposed Order Granting Preliminary Approval must be mutually agreed-upon  
27 by the Parties.  
28

1           **13.2** Delivery of the Class Data. Within twenty-one (21) calendar days of the date on  
2           which the Court issues an order granting preliminary approval of the Settlement,  
3           Defendant will provide the Class Data to the Settlement Administrator.

4           **13.3** Class Notice by First-Class U.S. Mail. Within fourteen (14) calendar days of the  
5           receipt of the Class Data, the Settlement Administrator shall mail the Class  
6           Notice via regular First-Class U.S. Mail, using the most current, known mailing  
7           addresses identified in the Class Data. Prior to mailing the Class Notices, the  
8           Settlement Administrator will perform a search based on the National Change of  
9           Address Database (“NCOA”) or any other similar services available, such as  
10          provided by Experian, for information to update and correct for any known or  
11          identifiable address changes.

12          **13.4** Time for Workweek Disputes, Objections, and Exclusions. Class Members will  
13          have forty-five (45) calendar days from the date on which the Settlement  
14          Administrator mails the Class Notices in which to fax or postmark disputes of  
15          workweeks, objections, or requests for exclusion from the Settlement (to the  
16          extent permitted by Sections 13.5, 13.6, 13.8, and 13.9 of this Settlement  
17          Agreement). If a Class Notice is returned because of an incorrect address, within  
18          five (5) calendar days after receipt of the returned Class Notice, the Settlement  
19          Administrator will conduct a search for a more current address for the Class  
20          Member and re-mail the Class Notice to the Class Member. The Settlement  
21          Administrator will use the NCOA and skip tracing to attempt to find the Class  
22          Member’s current address. The Settlement Administrator will be responsible for  
23          taking reasonable steps to trace the mailing address of any Class Member for  
24          whom a Class Notice is returned by U.S. Postal Service as undeliverable. These  
25          reasonable steps shall include, at a minimum; (a) tracking of all undelivered  
26          mail; (b) performing address searches for all mail returned without a forwarding  
27          address; and (c) promptly re-mailing Class Notices to Class Members for whom  
28          new addresses are found. If the Settlement Administrator is unable to locate a

1 better address, the Class Notice shall be remailed to the original address. If the  
2 Class Notice is remailed, the Settlement Administrator will note for its own  
3 records the date and address of each remailing. Those Class Members who  
4 receive a remailed Class Notice, whether by skip trace or forwarded mail, will  
5 have an additional ten (10) calendar days from the original response deadline to  
6 postmark a request for exclusion from or objections to the Settlement. The  
7 Settlement Administrator shall mark on the envelope whether the Class Notice is  
8 a remailed Class Notice.

9 **13.5** Disputed Information on Class Notices. Class Members will have an opportunity  
10 to dispute the information provided in their Class Notices. To the extent Class  
11 Members dispute the number of workweeks to which they have been credited or  
12 the estimated amount of their portion of the Net Class Settlement Amount, Class  
13 Members may produce evidence to the Settlement Administrator showing that  
14 such information is inaccurate. Absent evidence rebutting Defendant's records,  
15 Defendant's records will be presumed determinative. However, if a Class  
16 Member produces evidence to the contrary, the Settlement Administrator will  
17 make the final decision as to the number of eligible workweeks that should be  
18 applied and/or the Individual Settlement Payment to which the Class Member  
19 may be entitled.

20 **13.6** Request for Exclusion Procedures.<sup>3</sup> Any Class Member wishing to be excluded  
21 from the Settlement Agreement must sign and postmark or fax a written request  
22 for exclusion from the Settlement to the Settlement Administrator within the  
23 applicable deadline (see Section 13.4). The request for exclusion must: (a) be  
24 signed by the Class Member; (b) include the case name and number; (c) contain  
25 the name, address, telephone number, and the last four digits of the Social  
26 Security Number of the Class Member requesting exclusion; (d) clearly state that

27  
28 <sup>3</sup> This Section is subject to the limitations provided in Section 13.9.

1 the Class Member does not wish to be included in the settlement; (e) be returned  
 2 by fax or mail to the Settlement Administrator at the specified address and/or  
 3 facsimile number; and (f) be postmarked or faxed on or before the applicable  
 4 response deadline. The date of fax or the postmark on the return mailing  
 5 envelope will be the exclusive means to determine whether a request for  
 6 exclusion from the Settlement has been timely submitted. All requests for  
 7 exclusion from the Settlement will be submitted to the Settlement Administrator,  
 8 who will certify jointly to Class Counsel and Defense Counsel the requests for  
 9 exclusion that were timely submitted. Any Class Member who submits a request  
 10 for exclusion from the Settlement is prohibited from making any objection to the  
 11 Settlement Agreement.

12 **13.7 Settlement Terms Bind All Class Members Who Do Not Request Exclusion.**

13 Any Class Member who does not affirmatively request an exclusion from the  
 14 Settlement Agreement by submitting a timely and valid request for exclusion  
 15 from the Settlement will be bound by all its terms, including those pertaining to  
 16 the Released Class Claims, as well as any Judgment that may be entered by the  
 17 Court if it grants final approval to the Settlement.

18 **13.8 Objection Procedures.**<sup>4</sup> To object to the Settlement Agreement, a Class Member  
 19 must submit a valid Notice of Objection only to the Court on or before the  
 20 applicable deadline (see Section 13.4) either by filing the Notice of Objection  
 21 electronically or in person at any location of the United States District Court,  
 22 Northern District of California or by mailing the Notice of Objection to the Class  
 23 Action Clerk, United States District Court, Northern District of California, 450  
 24 Golden Gate Avenue, San Francisco, California 94102. The Notice of Objection  
 25 must include: (a) case name and number; (b) Class Member's full name, address,  
 26 and telephone number; (c) last four digits of the Class Member's Social Security  
 27 Number; (d) written statement of all grounds for the objection accompanied by any

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<sup>4</sup> This Section is subject to the limitations provided in Section 13.9.

1 legal support for such objection; (e) copies of any papers, briefs, or other  
2 documents upon which the objection is based as attachments; and (f) Class  
3 Member's signatures and the Class Member's attorney's signature if the Class  
4 Member is represented by counsel. The postmark or filing date will be deemed  
5 the exclusive means for determining that the Notice of Objection is timely. All  
6 Notice of Objections will be scanned into the electronic case docket, and the  
7 Parties will receive electronic notices of filings. Class Members who fail to  
8 object in the specific and technical manner specified above will be deemed to  
9 have waived all objections to the Settlement and will be foreclosed from making  
10 any objections and seeking any adjudication or review, whether by appeal or  
11 otherwise, to the Settlement Agreement. At no time will any of the Parties or  
12 their counsel seek to solicit or otherwise encourage Class Members to submit  
13 written objections or appeal from the Order and Judgment. Class Counsel will  
14 not represent any Class Members with respect to any such objections to this  
15 Settlement.

16 **13.9** No Right to Object to or Request Exclusion from the Settlement of PAGA  
17 Claims. The Parties agree that there is no statutory right for any Class Member  
18 to object to, opt out of, or otherwise exclude themselves from the settlement of the  
19 PAGA claims. Accordingly, any timely objection or exclusion from the  
20 Settlement submitted by a Class Member shall be construed as relating only to  
21 the putative class action claims and shall have no effect whatsoever on the  
22 settlement of the PAGA claims.

23 **13.10** Certification Reports Regarding Individual Settlement Payment Calculations.  
24 The Settlement Administrator will provide the Parties' counsel a weekly report  
25 which certifies: (a) number of Participating Class Members from the Class who  
26 have submitted a dispute of workweeks; (b) number of Class Members who have  
27 submitted valid requests for exclusion from the Settlement or objections; and (c)  
28 whether any Class Member has submitted a challenge to any information



1 contained in the Class Notice. Additionally, the Settlement Administrator will  
2 provide the Parties' counsel any updated reports regarding the administration of  
3 the Settlement Agreement as needed or requested.

4 **13.11 Revocation Option for Defendant.** If five percent (5%) or more of the Class  
5 Members opt out of the Settlement, Defendant may, at its election, rescind the  
6 Settlement and all actions taken in furtherance of it will thereby be null and void.  
7 Defendant must exercise this right of rescission, in writing, to Class Counsel  
8 within five (5) days after the Settlement Administrator notifies the Parties of a  
9 greater than five percent (5%) opt-out rate. If the option to rescind is exercised,  
10 then Defendant shall be solely responsible for all costs of the settlement  
11 administration accrued to that point.

12 **14. Settlement Administration Process – Final Approval and Settlement Distribution.**

13 **14.1 Duties of the Parties for Final Approval.** Upon expiration of the deadlines to  
14 postmark workweek disputes, requests for exclusion from the Settlement (to the  
15 extent permitted by this Settlement Agreement), or objections to the Settlement  
16 (to the extent permitted by this Settlement Agreement), and with the Court's  
17 permission, a Final Approval Hearing shall be conducted for: (a) approving the  
18 Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and  
19 directing consummation of its terms and provisions; (b) approving Class  
20 Counsel's application for an award of Attorneys' Fees and Costs; (c) approving  
21 the Enhancement Payment to the Class Representative; (d) setting a date when  
22 the Parties shall report to the court the total amount that was paid to the Class  
23 Members; and (e) entering judgment in this Action. Class Counsel shall draft all  
24 documents necessary to obtain final approval, including the Proposed Order  
25 Granting Final Approval and Entering Judgment. Defendant shall receive five (5)  
26 calendar days to review and comment on the motion for final approval. The  
27 Proposed Order Granting Final Approval and Entering Judgment must be  
28 mutually agreed upon by the Parties.

1           **14.2** Funding of Settlement Amount. Within seven (7) business days after the  
2           Effective Date, the Settlement Administrator will provide the Parties with: (a)  
3           full accounting of the amounts to be paid by Defendant pursuant to the terms of  
4           the Settlement; and (b) all information required for Defendant to cause the wiring  
5           of the Maximum Settlement Amount securely to a Qualified Settlement Account  
6           ("QSA") established by the Settlement Administrator. Within twenty-one (21)  
7           calendar days of the Effective Date, Defendant will make or otherwise cause a  
8           one-time wire deposit of Nine Hundred Ninety-Five Thousand Dollars and Zero  
9           Cents (\$995,000.00) and employer's share of payroll taxes for payment of all  
10          Court approved and claimed amounts constituting the Maximum Settlement  
11          Amount into the QSA.

12          **14.3** Settlement Distribution. Within seven (7) calendar days of the funding of  
13          Maximum Settlement Amount, the Settlement Administrator will issue  
14          settlement payments to: (a) Participating Class Members; (b) PAGA Members;  
15          (c) LWDA; (d) Plaintiff; and (e) Class Counsel. The Settlement Administrator  
16          will also issue a payment to itself for Court-approved services performed in  
17          connection with the settlement.

18          **14.4** Settlement Checks. The Settlement Administrator will be responsible for making  
19          appropriate deductions, reporting obligations, and issuing the individual  
20          settlement payments. The expiration date on the settlement checks will be one  
21          hundred and eighty (180) calendar days from the date the settlement checks are  
22          issued.

23          **14.5** Uncashed Checks. All uncashed checks will be distributed to the *cy pres*  
24          recipient: University of California Law San Francisco Workers' Rights Clinic.

25          **14.6** Payroll Taxes. In accordance with this Settlement, the transfer of the Maximum  
26          Settlement Amount approved by the Court shall, to the fullest extent possible,  
27          resolve, satisfy and completely extinguish all of Defendant's liability with  
28          respect to the Settlement Class except that Defendant shall solely be responsible

1 for the employer portion of the payroll taxes. Upon the transfer of the Maximum  
2 Settlement Amount and the additional share of employer-side payroll taxes to the  
3 Settlement Administrator, Defendant shall have no further payment or defense  
4 obligation whatsoever with respect to any claims covered by this Settlement  
5 made or asserted by any person or entity anywhere in the world in connection  
6 with the Class Members.

7 **14.7** Treatment of Individual Settlement Payments. All distributions from the Net  
8 Class Settlement Amount will be allocated as follows: thirty-three and one third  
9 percent (33 1/3%) of each Individual Settlement Payment will be allocated as  
10 wages, thirty-three and one third percent (33 1/3%) will be allocated as interest,  
11 and thirty-three and one third percent (33 1/3%) will be allocated as penalties. All  
12 distributions from the PAGA Payment to the PAGA Members will be allocated  
13 as one hundred percent (100%) penalties. The portion allocated to wages will be  
14 reported on an IRS Form W-2 and the portions allocated to interest and penalties  
15 will be reported on an IRS Form 1099 by the Settlement Administrator.

16 **14.8** Administration of Taxes by Settlement Administrator. The Settlement  
17 Administrator will be responsible for issuing to Plaintiff, Participating Class  
18 Members, PAGA Members, itself, and Class Counsel any W-2, 1099, or other  
19 tax forms as may be required by law for all amounts paid pursuant to this  
20 Agreement. The Settlement Administrator will be responsible for forwarding all  
21 payroll taxes and penalties to the appropriate government authorities.

22 **14.9** Certification of Completion. Upon completion of administration of the  
23 Settlement, the Settlement Administrator will provide a written declaration under  
24 oath to certify such completion to the Court and counsel for all Parties. Plaintiff  
25 and Class Counsel will file a Satisfaction of Judgment within ten (10) calendar  
26 days of the submission of said declaration.

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1 **15. Other Terms and Provisions.**

2 **15.1 LWDA Submissions for Settlement Approval.** The Parties agree Plaintiff shall  
3 comply with all requirements of the LWDA regarding settlement of claims,  
4 including filing a notice of claim and notice of settlement with the LWDA.

5 **15.2 CAFA Notice.** Defendant understands and agrees it will timely provide notice to  
6 all state and federal authorities as required by 28 U.S.C. section 1715.

7 **15.3 Tax Liability.** Defendant, Defense Counsel, and Class Counsel make no  
8 representation as to the tax treatment or legal effect of the payments called for  
9 hereunder, and Plaintiff and Class Members are not relying on any statement,  
10 representation, or calculation by Defendant or by the Settlement Administrator in  
11 this regard. Plaintiff and Class Members understand and agree that except for  
12 Defendant's payment of the employer's portion of any payroll taxes, Plaintiff  
13 and Class Members will be solely responsible for the payment of any taxes and  
14 penalties assessed on the payments described herein.

15 **15.4 Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR  
16 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND  
17 EACH PARTY TO THIS AGREEMENT OTHER THAN THE  
18 ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES  
19 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
20 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG  
21 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR  
22 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR  
23 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON  
24 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
25 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS  
26 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
27 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL  
28 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN

1 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO  
2 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY  
3 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER  
4 PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER  
6 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE  
7 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY  
8 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
9 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S  
10 OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH  
11 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
12 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
13 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
14 CONTEMPLATED BY THIS AGREEMENT.

15 **15.5** No Prior Assignments. The Parties and their counsel represent, covenant, and  
16 warrant they have not directly or indirectly assigned, transferred, encumbered, or  
17 purported to assign, transfer, or encumber to any person or entity any portion of  
18 any liability, claim, demand, action, cause of action or right herein released and  
19 discharged.

20 **15.6** Termination of Settlement. Either Party may terminate this Settlement if the  
21 Court declines to enter the Preliminary Approval Order, Final Approval Order, or  
22 final judgment in substantially the form submitted by the Parties, or the  
23 Settlement Agreement as agreed does not become final because of appellate  
24 court action. The terminating Party shall give to the other Party (through its  
25 counsel) written notice of its decision to terminate no later than ten (10) calendar  
26 days after receiving notice that one of the enumerated events has occurred.  
27 Termination shall have the following effects:

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**15.6.1** The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;

**15.6.2** If the Settlement is terminated, Defendant shall have no obligation to make any payments to any party, State of California (including the LWDA), any class member or any attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the settlement has been terminated;

**15.6.3** The Preliminary Approval Order, Final Approval Order and Judgment, including any order of class action certification, shall be vacated;

**15.6.4** The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the settlement;

**15.6.5** Neither this Settlement, nor any ancillary documents, actions, statements, or filings in furtherance of Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

**15.7** Judgment and Continued Jurisdiction. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

**15.8** Exhibit Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part

1 of the Settlement.

2 **15.9** Confidentiality. Plaintiff and Class Counsel agree they will not make any public  
3 disclosure of the Settlement or previously signed Memorandum of Understanding  
4 until after this Settlement is preliminarily approved by the Court. Class Counsel  
5 will take all steps necessary to ensure the Class Representative is aware of, and  
6 will encourage him to adhere to, the restriction against any public disclosure of  
7 this Settlement or previously signed Memorandum of Understanding until after  
8 this Settlement is preliminarily approved by the Court. Class Counsel will not  
9 include or use the settlement for any marketing or promotional purposes. If Class  
10 Counsel inadvertently violates this provision, it may cure such violation by  
11 withdrawing all marketing or promotional materials in violation of this provision  
12 within ten (10) calendar days of receipt of notice of the violation from Defendant.

13 Following preliminary approval of the Settlement, the Class  
14 Representative and Class Counsel will not have any communications with any  
15 media other than to direct any media inquiries to the public records of the Action  
16 on file with the Court. Following preliminary approval, Plaintiff and Class  
17 Counsel may communicate with Class Members about this settlement and  
18 lawsuit, as well as provide any further information as requested by any courts,  
19 the LWDA, and other state and/or federal agencies. Nothing herein will restrict  
20 Class Counsel from including publicly available information regarding this  
21 Settlement in future judicial submissions regarding Class Counsel's  
22 qualifications and experience.

23 The Parties agree that violation of this Section constitutes a breach of the  
24 agreement that cannot practically be cured. Any action to enforce this provision  
25 may be brought on an *ex parte* or otherwise expedited basis, and Defendant may  
26 seek any and all available remedies, including, but not limited to, injunctive relief.

27 **15.10** Entire Agreement. This Settlement Agreement, including all exhibit annexed  
28 hereto, sets forth the entire agreement of the Parties with respect to its subject

1 matter and supersedes any and all other prior agreements and all negotiations  
2 leading up to the execution of this Settlement Agreement, whether oral or written,  
3 regarding the subjects covered herein. The Parties acknowledge no representations,  
4 inducements, warranties, promises, or statements relating to the subjects covered  
5 herein, oral or otherwise, have been made by any of the Parties or by anyone  
6 acting on behalf of the Parties, which are not embodied or incorporated by  
7 reference herein, and further agree no other agreement, covenant, representation,  
8 inducement, promise, or statement relating to the subjects covered herein not set  
9 forth in writing in this Settlement Agreement shall be valid or binding.

10 **15.11 Amendment or Modification.** This Settlement Agreement may be amended or  
11 modified only by a written instrument signed by the named Parties and counsel  
12 for all Parties or their successors-in-interest.

13 **15.12 Authorization to Enter into Settlement Agreement.** Counsel for all Parties  
14 warrant and represent they are expressly authorized by the Parties whom they  
15 represent to negotiate this Settlement Agreement and to take all appropriate  
16 action required or permitted to be taken by such Parties pursuant to this  
17 Settlement Agreement to effectuate its terms and to execute any other documents  
18 required to effectuate the terms of this Settlement Agreement. The Parties and  
19 their counsel will cooperate with each other and use their best efforts to affect  
20 the implementation of the Settlement. If the Parties are unable to reach  
21 agreement on the form or content of any document needed to implement the  
22 Settlement, or on any supplemental provisions that may become necessary to  
23 effectuate the terms of this Settlement, the Parties may seek the assistance of the  
24 Court to resolve such disagreement.

25 **15.13 Signatories.** It is agreed that because the Class Members are so numerous, it is  
26 impossible or impractical to have each member of the Class execute this  
27 Settlement Agreement. The Class Notice, attached hereto as **Exhibit A**, will  
28 advise all Class Members of the binding nature of the release, and the release



1 shall have the same force and effect as if this Settlement Agreement were  
2 executed by each member of the Class.

3 **15.14 Binding on Successors and Assigns.** This Settlement Agreement will be binding  
4 upon, and inure to the benefit of, the successors or assigns of the Parties hereto,  
5 as previously defined.

6 **15.15 Execution and Counterparts.** This Settlement Agreement is subject only to the  
7 execution of all Parties. This Settlement Agreement may be executed in one or  
8 more counterparts, by DocuSign, facsimile, and/or by PDF/email. All executed  
9 counterparts and each of them, including facsimile and scanned copies of the  
10 signature page, will be deemed to be one and the same instrument if counsel for  
11 the Parties will exchange among themselves original signed counterparts.

12 **15.16 Acknowledgement the Settlement is Fair, Reasonable, and Adequate.** The Parties  
13 believe this Settlement Agreement is a fair, adequate, and reasonable settlement  
14 of the Action and have arrived at this Settlement after arm's-length negotiations  
15 and in the context of adversarial litigation, considering all relevant factors,  
16 present and potential. The Parties acknowledge that they are each represented by  
17 competent counsel and that they have had an opportunity to consult with their  
18 counsel regarding the fairness and reasonableness of this Agreement. The  
19 Mediator may execute a declaration supporting the Settlement and the  
20 reasonableness of the Settlement and the Court may, in its discretion, contact the  
21 Mediator to discuss the Settlement and whether the Settlement is objectively fair  
22 and reasonable.

23 **15.17 Invalidity of Any Provision.** Before declaring any provision of this Settlement  
24 Agreement invalid, the Court will first attempt to construe the provision as valid  
25 to the fullest extent possible consistent with applicable precedents so as to define  
26 all provisions of this Settlement Agreement valid and enforceable. If any one or  
27 more of the provisions contained in this Settlement Agreement shall for any reason  
28 be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

1 or unenforceability shall in no way affect any other provision if Defendant's and  
2 Class Counsel, on behalf of the Released Parties and the Class, mutually elect in  
3 writing to proceed as if such invalid, illegal, or unenforceable provision had never  
4 been included in this Settlement Agreement.

5 **15.18** Plaintiff's Waiver of Right to Be Excluded from the Settlement and Object.

6 Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement  
7 Agreement, is hereby bound by the terms herein.

8 **15.19** Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
9 class action certification for purposes of this Settlement only. Either Party may  
10 appeal any court order that materially alters the Settlement Agreement's terms.

11 **15.20** Non-Admission of Liability. The Parties enter this Settlement to resolve the  
12 dispute that has arisen between them and to avoid the burden, expense, and risk  
13 of continued litigation. In entering into this Agreement, Defendant does not  
14 admit, and specifically denies, it has violated any state, federal, or local law;  
15 violated any regulations or guidelines promulgated pursuant to any statute or any  
16 other applicable laws, regulations, or legal requirements; breached any contract;  
17 violated or breached any duty; engaged in any misrepresentation or deception; or  
18 engaged in any other unlawful conduct with respect to its employees. Neither  
19 this Settlement, nor any of its terms or provisions, nor any of the negotiations  
20 connected with it, shall be construed as an admission or concession by Defendant  
21 of any such violations or failures to comply with any applicable law. Except as  
22 necessary in a proceeding to enforce the terms of this Settlement, this Settlement  
23 and its terms and provisions shall not be offered or received as evidence in any  
24 action or proceeding to establish any liability or admission on the part of  
25 Defendant or to establish the existence of any condition constituting a violation  
26 of, or a non-compliance with state, federal, local, or other applicable law.

27 **15.21** Captions. The captions and section numbers in this Settlement Agreement are  
28 inserted for the reader's convenience and in no way define, limit, construe, or

1 describe the scope or intent of the provisions of this Agreement.

2 **15.22** Waiver. No waiver of any condition or covenant contained in this Settlement or  
3 failure to exercise a right or remedy by any of the Parties hereto will be  
4 considered to imply or constitute a further waiver by such party of the same or  
5 any other condition, covenant, right or remedy.

6 **15.23** Enforcement Actions. If one or more of the Parties institutes any legal action or  
7 other proceeding against any other Party or Parties to enforce the provisions of  
8 this Settlement or to declare rights and/or obligations under this Settlement, the  
9 successful Party or Parties will be entitled to recover from the unsuccessful Party  
10 or Parties reasonable attorneys' fees and costs, including expert witness fees  
11 incurred in connection with any enforcement actions.

12 **15.24** Mutual Preparation. The Parties have had a full opportunity to negotiate the  
13 terms and conditions of this Agreement. Accordingly, this Agreement will not be  
14 construed more strictly against one party than another merely by it may have  
15 been prepared by counsel for one of the Parties, it being recognized that, because  
16 of the arms-length negotiations between the Parties, all Parties have contributed  
17 equally to the preparation of this Agreement.

18 **15.25** Representation by Counsel. The Parties acknowledge they have been represented  
19 by counsel throughout all negotiations that preceded the execution of this  
20 Settlement, and this Settlement has been executed with the consent and advice of  
21 counsel and reviewed in full. Plaintiff and Class Counsel warrant and represent  
22 that there are no liens on this Settlement.

23 **15.26** All Terms Subject to Final Court Approval. All amounts and procedures  
24 described in this Settlement herein will be subject to final Court approval.

25 **15.27** Notices. Unless otherwise specifically provided herein, all notices, demands, or  
26 other communications given hereunder shall be in writing and shall be deemed to  
27 have been duly given as of the third business day after mailing by United States  
28 registered or certified mail, return receipt requested, addressed as follows:

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To Plaintiff and Settlement Class:  
Douglas Han  
Shunt Tatavos-Gharajeh  
Talia Lux  
**JUSTICE LAW CORPORATION**  
751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103

To Defendant California United Mechanical, Inc.:  
Janelle J. Sahouria  
**JACKSON LEWIS P.C.**  
50 California Street, Floor 9  
San Francisco, CA 94111

**15.28** Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

**15.29** Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**15.30** Binding Agreement. The Parties warrant they understand and have full authority to enter into this Agreement and further intend this Agreement will be fully enforceable and binding on all parties, including the State of California and LWDA, and agree it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

**16.** IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Settlement Agreement between Plaintiff and Defendant as of the date(s) set forth below:

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**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

10/10/2023  
Date: October \_\_, 2023

ESTEBAN ALCAZAR



\_\_\_\_\_  
Esteban Alcazar  
Plaintiff, Class Representative, and  
Representative of State of California

Date: October \_\_, 2023

CALIFORNIA UNITED MECHANICAL,  
INC.

\_\_\_\_\_  
Leonard Bertolami  
President & CEO  
Defendant CALIFORNIA UNITED  
MECHANICAL, INC.

**APPROVED AS TO FORM AND CONTENT**

Date: October 10, 2023

JUSTICE LAW CORPORATION



\_\_\_\_\_  
Douglas Han  
Shunt Tatavos-Gharajeh  
Talia Lux  
Attorneys for Plaintiff ESTEBAN  
ALCAZAR, Class Members, and State of  
California

Date: October \_\_, 2023

JACKSON LEWIS P.C.

\_\_\_\_\_  
Mitchell F. Boomer  
Janelle J. Sahouria  
Jessica Shafer  
Attorneys for Defendant  
CALIFORNIA UNITED  
MECHANICAL, INC.

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**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

ESTEBAN ALCAZAR

Date: October \_\_, 2023

\_\_\_\_\_  
Esteban Alcazar  
Plaintiff, Class Representative, and  
Representative of State of California

CALIFORNIA UNITED MECHANICAL,  
INC.

Date: October <sup>10.00</sup>\_\_, 2023

*Leonard Bertolami*

\_\_\_\_\_  
Leonard Bertolami  
President & CEO  
Defendant CALIFORNIA UNITED  
MECHANICAL, INC.

**APPROVED AS TO FORM AND CONTENT**

JUSTICE LAW CORPORATION

Date: October \_\_, 2023

\_\_\_\_\_  
Douglas Han  
Shunt Tatavos-Gharajeh  
Talia Lux  
Attorneys for Plaintiff ESTEBAN  
ALCAZAR, Class Members, and State of  
California

JACKSON LEWIS P.C.

Date: October 10, 2023

*Janelle J. Sahouria*  
\_\_\_\_\_  
Mitchell F. Boomer  
Janelle J. Sahouria  
Jessica Shafer  
Attorneys for Defendant  
CALIFORNIA UNITED  
MECHANICAL, INC.

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ESTEBAN ALCAZAR, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

CALIFORNIA UNITED MECHANICAL, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 3:21-cv-09003-TLT

**NOTICE OF CLASS ACTION SETTLEMENT**

Complaint Filed (State Court): September 13, 2021

Removed (to Federal Court): November 19, 2021

Trial Date: None Set

**TO: ALL CLASS MEMBERS**

**RE: PROPOSED SETTLEMENT OF ALLEGED WAGE AND HOUR CLAIMS**

**PLEASE READ THIS NOTICE CAREFULLY.  
IT MAY AFFECT YOUR LEGAL RIGHTS.**

***1. Why Did I Receive This Notice?***

This Notice of Class Action Settlement (“Notice”) is to inform you that Esteban Alcazar (“Plaintiff”) and California United Mechanical, Inc. (“UMI”) (Plaintiff and UMI are collectively referred to as “the Parties” in this Notice) have agreed to settle a potential class, collective, and representative action lawsuit in which Plaintiff alleges that UMI violated various wage and hour laws. On [REDACTED], United States District Court Judge Trina L. Thompson granted preliminary approval of the proposed Settlement and ordered the Parties to notify all Class Members of the proposed Settlement.

You have been provided with this Notice because UMI’s records indicate that you are a Class Member. “Class Members” are defined as all current and former hourly-paid or non-exempt employees of UMI within the State of California at any time during the period from September 13, 2017, to January 15, 2023. If you are a Class Member, this Notice contains important information about your legal rights. This Notice explains the lawsuit; proposed Settlement; benefits available from the proposed Settlement; and your options under the proposed Settlement, including the procedure for receiving a settlement payment, objecting to the proposed Settlement, or excluding yourself from a settlement payment.

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## 2. *What Is This Lawsuit About?*

Plaintiff filed this putative class action lawsuit on September 13, 2021. Plaintiff filed an amended complaint on August 29, 2023. The case is currently pending in the United States District Court, Northern District of California, case name *Esteban Alcazar v. California United Mechanical, Inc.*, case number 3:21-cv-09003-TLT (“Action”). Plaintiff filed the Action on behalf of himself and other current and former UMI employees, alleging that UMI failed to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of the Labor Code. Based on these allegations, Plaintiff asserts claims in the operative complaint 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) non-compliant wage statements; (7) unreimbursed business expenses; (8) violations of the Private Attorneys’ General Act of 2004 (“PAGA”); and (9) violations of Business and Professions Code sections 17200, *et seq.* Plaintiff asserts his claims under the Labor Code, Business and Professions Code, and PAGA.

UMI adamantly denies Plaintiff’s allegations and has asserted numerous defenses to the claims. UMI maintains that it paid all overtime owed to its employees, provided meal breaks, authorized, and permitted rest breaks, paid all wages owed to its employees, timely paid all wages due upon termination, furnished accurate wage statements, and paid for any owed, unreimbursed business expenses. UMI firmly denies any liability or wrongdoing to Plaintiff or any Class Member.

No court has found UMI violated the law in any way or that Plaintiff or the Class Members could recover any amount in the Action. Although the Court has authorized this Notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of Plaintiff’s claims or UMI’s defenses.

## 3. *Why Is The Action Being Settled?*

The Court did not decide this Action in favor of Plaintiff or UMI. Class Counsel investigated the facts and applicable law regarding the claims, defenses, and affirmative defenses. Following mediation on November 1, 2022, with a well-regarded mediator experienced in wage and hours class actions, the Parties reached a preliminary settlement agreement. The Parties submitted the preliminary settlement agreement to the Court for initial review and authorization to provide this Notice to the Class Members.

Both sides wish to settle this lawsuit to avoid the uncertainty, risk, and expense of further litigation. Plaintiff and Class Counsel believe the Parties’ proposed Settlement is fair, reasonable, and adequate, in the best interests of the Class Members, and advances the public purposes of PAGA. By agreeing to settle, UMI is not admitting liability on any of the factual allegations or claims asserted in this case, or that this case can or should proceed as a class, collective, or representative action.

## 4. *What Are The Proposed Settlement’s Key Terms?*

Plaintiff and UMI have agreed to settle this case on behalf of Plaintiff, Class Members, and State of California (including the California Labor Workforce Development Agency (“LWDA”)) in exchange for the Maximum Settlement Amount of \$995,000.00. The Maximum Settlement Amount includes, subject to Court approval: (1) an award of up to \$331,666.66 in attorneys’ fees and up to \$20,000 in attorneys’ costs; (2) a \$10,000.00 Enhancement Payment to Plaintiff for his time and efforts in pursuing this case and in exchange for a general release of claims against the Released Parties; (3) Settlement Administration Costs estimated in the amount of no more than \$20,000.00; (4) PAGA Payment of \$50,000.00, seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA and twenty-five percent (25%) of which

(\$12,500) will be paid to certain Class Members (“PAGA Members”) for settlement of the PAGA claims; and (5) all individual settlement payments to Class Members. After deducting the Settlement Administration Costs, Enhancement Payment, PAGA Payment, and Attorneys’ Fees and Costs, the Net Class Settlement Amount will be available for distribution Class Members according to the formulae discussed below in Question 5.

In exchange, the “Released Parties” will obtain the following releases or waivers:

- “Released Class Claims” – Plaintiff and Class Members who do not opt out from receiving an “Individual Settlement Payment” (“Participating Class Members”) (see Questions 5 and 7 below) will release or waive all claims under state or local law, whether statutory or common law arising out of the claims expressly pleaded in the Action and all other claims, such as those under the Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Action, including but not limited to: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide all meal breaks; (d) failure to provide all rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages upon termination; (g) failure to maintain required records; (h) failure to reimburse necessary business expenses; (i) unfair business practices; and (j) all claims for injunctive relief, liquidated damages, penalties, including all civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), interest, fees, and costs, and all other claims and allegations made that could have been made in the Action during the Release Class Claims Period based on the facts and allegations in the operative complaint. The Released Class Claims Period is the period from September 13, 2017, to January 15, 2023.
- “Released PAGA Claims” – Plaintiff, State of California (including the LWDA), and PAGA Members receiving a portion of the “PAGA Payment” (see Question 5 below) will release or waive all claims for civil penalties, attorneys’ fees, and costs arising out of the Labor Code claims and allegations expressly pleaded in the Action, and all other Labor Code claims that could have been asserted based on the facts and allegations pleaded in the Action, including but not limited to: (a) failure to pay wages owed, including minimum and overtime wages; (b) failure to provide meal and rest periods; (c) failure to pay all wages due to discharged or quitting employees; (d) failure to provide accurate wage statements; and (e) failure to reimburse business expenses. PAGA Members shall be barred from asserting the Released PAGA Claims on behalf of the State of California that arose during the Released PAGA Claims Period. The Released PAGA Claims Period is the period from July 10, 2020, to January 15, 2023.

Released Parties include UMI and all its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, counsel of record in the Action, and any individual or entity that could be liable for any of the claims released through this Settlement.

#### **5. How Will The Settlement Amounts Allocable To the Class Members Be Divided?**

Class Members may be eligible for two payments as part the settlement: (1) a “Individual Settlement Payment;” and (2) an allocation from the “PAGA Payment.”

1. Individual Settlement Payments – All Class Members who worked at any point during the “Class Period” (*i.e.*, September 13, 2017 to January 15, 2023) will be eligible for an Individual Settlement Payment. The Individual Settlement Payment will be calculated as follows:

- a. The Settlement Administrator will determine the number of workweeks worked by each Participating Class Member during the Class Period.
  - b. The Net Class Settlement Amount will be divided by the total number of workweeks for all Participating Class Members during the Class Period (resulting in the “Class Workweek Value”). The Class Workweek Value will then be multiplied by the number of workweeks worked by each Participating Class Member during the Class Period, resulting in each Participating Class Member’s Individual Settlement Payment.
2. PAGA Payment – All Class Members who worked at any point during the “PAGA Period” (*i.e.*, July 10, 2020 to January 15, 2023) (“PAGA Member”) will receive a portion of the PAGA Payment. The portions of the PAGA Payment will be calculated as follows:
- a. The Settlement Administrator will determine the number of workweeks worked by each PAGA Member during the PAGA Period.
  - b. \$12,500.00 will be divided by the total number of workweeks for all PAGA Members during the PAGA Period (resulting in the “PAGA Workweek Value”). The PAGA Workweek Value will then be multiplied by the number of workweeks worked by each PAGA Member during the PAGA Period, resulting in each PAGA Member’s share of the PAGA Payment.

According to UMI’s records, you worked [ ] workweeks during the Class Period and [ ] workweeks during the PAGA Period. You are eligible for an Individual Settlement Payment of approximately [\$ ]<sup>1</sup>, and a share of the PAGA Payment of [\$ ], for a total settlement payment of [\$ ].

If you believe the information provided above is incorrect and wish to dispute it, please contact the Settlement Administrator (CPT Group, Inc.) via mail or fax at the address or facsimile number set forth in Question 7 no later than [ ]. If you dispute the information stated above, the information UMI provided to the Settlement Administrator will control unless you are able to provide written documentation that proves otherwise. All workweek disputes will be resolved and decided by the Settlement Administrator, whose decision on all workweek disputes will be final and non-appealable.

## 6. What About Taxes?

The Settlement Administrator will distribute IRS Forms W-2 and 1099 to Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the proposed Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments that they receive under the proposed Settlement. For purposes of this settlement, Individual Settlement Payments will be allocated as thirty-three and one-third percent (33 1/3%) as wages, thirty-three and one-third percent (33 1/3%) as interest, and thirty-three and one-third percent (33 1/3%) as penalties. Allocations from the PAGA Payment will be allocated as one hundred percent (100%) as penalties. Please consult a tax advisor regarding the significance of how each settlement payment is allocated between wages, penalties, and interest. This Notice is not intended to provide legal or tax advice. To the extent this Notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be

<sup>1</sup> The Individual Settlement Payment is subject to fluctuation depending on the number of Class Members who decide to participate in this portion of the proposed Settlement.

used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

## **7. What, If Anything, Do I Need To Do?**

### **Option 1 – Do Nothing and Automatically Receive a Payment from the Settlement**

If you want to receive your Individual Settlement Payment and portion of the PAGA Payment for which you may be eligible, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and portion of the PAGA Payment for which you may be eligible from the Settlement Administrator if and when the proposed Settlement receives final approval by the Court. After the Court grants final approval of the proposed Settlement, the Settlement Administrator will mail you a check for your share of the Settlement.

### **Option 2 – File an Objection to an Aspect of the Proposed Settlement that is Unrelated to the Settlement of the PAGA Claims**

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement. The Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (1) clearly identify the case name and number (*Esteban Alcazar v. California United Mechanical, Inc.* (Case No. 3:21-cv-09003-TLT)); (2) contain your signature, full name, address, telephone number, and last four digits of Social Security Number; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based as attachments; (5) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court, Northern District of California, or by mailing them to the Class Action Clerk, United States District Court, Northern District of California (San Francisco Courthouse), 450 Golden Gate Avenue, San Francisco, California 94102; and (6) be filed or postmarked on or before [REDACTED].

Late objections will not be considered. By submitting an objection, you are not opting out of any portion of the proposed Settlement. To opt out of the non-PAGA portion of the proposed Settlement, you must follow the directions described below in **Option 3**. Please note that you cannot both object (**Option 2**) and opt out (**Option 3**).

If the Court overrules your objections, you will receive all settlement payments, and will release or waive the Released Class Claims and Released PAGA Claims.

### **Option 3 – Opt Out of the Non-PAGA Portion of the Proposed Settlement**

If you do not wish to participate in the Individual Settlement Payment or any other portion of the proposed Settlement unrelated to the settlement of the PAGA claims, you may exclude yourself by submitting a written request to be excluded to the Settlement Administrator via mail or fax. You may not exclude yourself or otherwise opt out of the proposed Settlement relating to the settlement of the PAGA claims. Any written request to exclude yourself from the proposed Settlement (to the extent permitted) must expressly and clearly indicate that you have received this Notice, you do not want to participate in the proposed Settlement (to the extent permitted), and you want to be excluded from the proposed Settlement.

The written request for exclusion must: (1) be signed by you; (2) include the case name and number (*Esteban Alcazar v. California United Mechanical, Inc.* (Case No. 3:21-cv-09003-TLT)); (3) contain your name, address, telephone number, and the last four digits of the Social Security Number; (4) clearly state that you do not wish to be included in the settlement; (5) be returned by mail or fax to the Settlement Administrator at the specified address and/or facsimile number below; and (6) be postmarked or faxed on or before [redacted]. Please mail or fax your request for exclusion to the Settlement Administrator, at the address or facsimile number below:

**CPT GROUP, INC.**

[Address]

[Telephone Number]

[Facsimile Number]

As stated above, the written request to be excluded from the proposed Settlement must be postmarked or faxed to the Settlement Administrator (CPT Group, Inc) not later than [redacted]. If you submit a request for exclusion that is not postmarked or faxed by the above-mentioned date, your request for exclusion will be rejected, and you will be included in all aspects of the proposed Settlement.

If you choose **Option 3**, you will (1) not receive any Individual Settlement Payment from the proposed Settlement; (2) not be deemed to have released or waived any Released Class Claims; and (3) will be barred from filing an objection to the proposed Settlement.

**8. Who Are The Attorneys And The Settlement Administrator In This Case?**

**Attorneys for Plaintiff and Class Counsel**

Douglas Han  
 Shunt Tatavos-Gharajeh  
 Talia Lux  
 JUSTICE LAW CORPORATION  
 751 N Fair Oaks Avenue, Suite 101  
 Pasadena, California 91103

**Attorneys for UMI**

Mitchell F. Boomer  
 Janelle J. Sahouria  
 Jessica C. Shafer  
 JACKSON LEWIS P.C.  
 50 California Street, 9th Floor  
 San Francisco, California 94111-4615

**The Settlement Administrator** (CPT Group, Inc.)

[Address]

[Telephone Number]

[Facsimile Number]

**9. Where And When Will The Court Decide Whether To Approve The Settlement?**

There will be a Final Approval Hearing to consider approval of the proposed Settlement on [redacted], 2024] at [redacted] a.m./p.m.] in Courtroom 9 of the United States District Court, Northern District of California (San Francisco Courthouse), located at 450 Golden Gate Avenue, San Francisco, California 94102. The purpose of the Hearing is to determine whether the terms and conditions of the proposed Settlement are fair, reasonable, and adequate. The time and date of the Final Approval Hearing may be changed without further notice.

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You are advised to check the Settlement Administrator's website (link in Section 10) or the Court docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) website at <https://ecf.cand.uscourts.gov> to confirm that the time and date of the Final Approval Hearing has not been changed.

You do not need to appear at the Final Approval Hearing. Class Counsel will represent you at the Final Approval Hearing unless you choose to enter an appearance in person or through your own attorney. If you file a valid, timely objection, the Court will consider your objection without you needing to appear. If you have submitted a timely and valid request for exclusion, you will be barred from filing an objection to the proposed Settlement.

### ***10. How Do I Get More Information About The Settlement?***

This Notice summarizes the proposed Settlement. For the precise terms of the proposed Settlement, please see the proposed Settlement available at the Settlement Administrator's website at [REDACTED], by contacting Class Counsel at (818) 230-7502, by accessing the Court docket in this case, for a fee, through the PACER website(<https://ecf.cand.uscourts.gov>), or by visiting the office of the Clerk of the Court for the United States District Court, Northern District of California (San Francisco Courthouse), located at 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

The Settlement Administrator's website will also list key deadlines and have links to the Notice, preliminary approval order, motions for preliminary approval, final approval, and attorneys' fees, and other important documents.

As for the PACER website, anyone can access PACER to view federal court records, but you must first register for a PACER account. Once you have registered for a PACER account, you can begin searching federal court documents online via the "Case Search Only" tab. There is no registration fee, but there is a fee to access court records once logged into PACER. For immediate access to court records, you must provide a credit card during registration. If you do not provide a credit card, an activation token will be sent by U.S. mail to the address you provided on the registration form, which should arrive within seven to ten (7-10) business days.

All questions by Class Members regarding this Notice and/or the proposed Settlement should be directed to the Settlement Administrator or Class Counsel. **PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, UMI, OR UMI'S ATTORNEYS WITH QUESTIONS.**

AS REQUIRED UNDER THE LAW, UMI WILL NOT RETALIATE AGAINST YOU FOR ANY REASON RELATED TO THE SETTLEMENT.

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THIS NOTICE IS APPROVED BY THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA.