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13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF RIVERSIDE**

16 TANYA PEREZ, individually, and on behalf of  
17 others similarly situated,

18 Plaintiff,

19 vs.

20 COMMERCIAL LIGHTING INDUSTRIES,  
INC., a California corporation; and DOES 1  
21 through 50, inclusive,

22 Defendants.

Case No.: CVRI2301807

*Assigned for all purposes to the Honorable  
Harold W. Hopp, Dept. 1*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

Complaint Filed: April 10, 2023

FAC Filed: June 7, 2023

Trial Date: Not set

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Attorneys for Defendant  
COMMERCIAL LIGHTING INDUSTRIES, INC.

1  
2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between  
4 Plaintiff Tanya Perez, individually and on behalf of the Class, and Defendant Commercial Lighting  
5 Industries, Inc.

6 **DEFINITIONS**

7 1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action  
8 and PAGA Settlement.

9 2. "Action" refers to the court action entitled *Tanya Perez v. Commercial Lighting*  
10 *Industries, Inc.*, Riverside County Superior Court Case No. CVRI2301807.

11 3. "Class Counsel" means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and  
12 Benjamin Smith of Smith Law, who will seek to be appointed as counsel for the Class.

13 4. "Class Counsel's Fees and Costs" means attorneys' fees agrees upon by the Parties and  
14 approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket  
15 expenses and costs incurred and to be incurred by Class Counsel in connection with the Action,  
16 including but not limited to expert/consultant fees, investigation costs, and costs associated with  
17 documenting the Settlement, providing any notices required as part of the Settlement or Court order,  
18 securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a  
19 Judgment terminating the Action. Class Counsel will request attorneys' fees not to exceed one-third  
20 (1/3) of the Gross Settlement Amount (i.e., \$155,000.00). The Class Counsel's Fees and Costs will also  
21 mean and include the additional reimbursement of any costs and expenses associated with Class  
22 Counsel's litigation and settlement of the Action, not to exceed \$15,000.00, subject to the Court's  
23 approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of  
24 costs and expenses in the amounts set forth above.

25 5. "Class List" means a complete list of all Class Members and PAGA Members that  
26 Defendant will diligently and in good faith compile from their records and provide to the Settlement  
27 Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The  
28 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class

1 Members' and PAGA Members': (1) full name; (2) last known home address; (3) last known telephone  
2 number; (4) social security number; (5) start and end dates of active employment as a non-exempt  
3 employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7)  
4 total Workweeks during the PAGA Period; and (8) any other information required by the Settlement  
5 Administrator in order to effectuate the terms of the Settlement.

6 6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt  
7 employees of Defendant who were employed by Defendant in the State of California at any time during  
8 the Class Period.

9 7. "Class Period" means the period commencing on April 10, 2019, and ending on April  
10 12, 2024.

11 8. "Class Representative Enhancement Payment" means the amount that the Court  
12 authorizes to be paid to Plaintiff, in addition to her Individual Class Payment, in recognition of the  
13 efforts and risks has taken in assisting with the prosecution of the Action and in exchange for the  
14 General Release of her claims as provided herein.

15 9. "Court" means the Superior Court of the State of California for the County of  
16 Riverside.

17 10. "Defendant" refers to Commercial Lighting Industries, Inc.

18 11. "Defendant's Counsel" means Cynthia M. Germano, Cecilia L. Martin, and Victoria  
19 Danna of Best Best & Krieger, LLP.

20 12. "Effective Date" means the later of the following dates: (a) if no timely objections are  
21 filed or if all objections are withdrawn prior to Final Approval, the date upon which the Court enters  
22 Final Approval; (b) if an objection is filed and not withdrawn, the Effective Date shall be the seventy  
23 (70) calendar days after the date of Final Approval, provided no appeal is initiated by an objector, or  
24 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a  
25 way that does not alter the terms of the settlement

26 13. "Final Approval" means the date the Court enters an order granting final approval of  
27 the Settlement Agreement.

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1           14.       “Final Approval Order and Judgment” mean the judgment and order entered by the  
2 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of  
3 California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court,  
4 Rule 3.769(a).

5           15.       “Gross Settlement Amount” means the Gross Settlement Amount of Four Hundred  
6 Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00) to be paid by Defendant in full satisfaction  
7 of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement  
8 Payments, Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, and  
9 Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and  
10 Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no  
11 event will Defendant be liable for more than the Gross Settlement Amount except as otherwise  
12 explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant.  
13 The Gross Settlement Amount does not include any employer-side taxes and withholdings, which will  
14 be calculated by the Settlement Administrator and separately paid for by Defendant.

15           16.       “Individual Class Payment” means a Participating Class Members’ pro-rata share of  
16 the Net Settlement Amount.

17           17.       “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 25%  
18 portion of PAGA Penalties to be paid to PAGA Members.

19           18.       “Net Settlement Amount” means the funds available for payments to Class Members,  
20 which shall be the amount remaining after the following amounts are deducted from the Gross  
21 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration  
22 Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Penalties to the  
23 LWDA and PAGA Members.

24           19.       “Notice” means the Notice of Class Action and PAGA Settlement in a form  
25 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’  
26 and PAGA Members’ last known addresses and which will provide Class Members and PAGA  
27 Members with information regarding the Actions and information regarding the settlement of the  
28 Action.

1           20.       “Notice Packet” shall collectively refer to: (1) the Notice of Class Action and PAGA  
2 Settlement substantially similar to the form attached hereto as Exhibit A; (2) the Objection Form  
3 substantially similar to the form attached hereto as Exhibit B; and (3) the Request for Exclusion Form  
4 substantially similar to the form attached hereto as Exhibit C, which shall be sent to all Class Members  
5 as set forth below.

6           21.       “Objection” means a Class Member’s valid and timely written objection to the  
7 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,  
8 signature, address, telephone number, and (b) a written statement of all grounds for the objection  
9 accompanied by legal support, if any, for such objection.

10          22.       “Objection Form” means the form that Class Members may use to object to the  
11 Settlement, substantially similar to the form attached hereto as Exhibit B.

12          23.       “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal.  
13 Lab. Code §§ 2698, *et seq.*

14          24.       “PAGA Penalties” means the amount that the Parties have agreed to allocate in order  
15 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*  
16 *seq.*) (“PAGA”). The Parties have agreed that Thirty Thousand Dollars and Zero Cents (\$30,000.00)  
17 of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.  
18 Seventy-Five Percent (75%) of this amount (\$22,500.00) will be paid to the California Labor and  
19 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent  
20 (25%) of this amount (\$7,500.00), will be distributed to PAGA Members. PAGA Members will receive  
21 payment from the employee portion of the PAGA Penalties regardless of their decision to participate  
22 in the class action if the PAGA Penalties are approved by the Court.

23          25.       “PAGA Members” means all current and former non-exempt employees of Defendant  
24 who were employed by Defendant in the state of California at any time during the PAGA Period.

25          26.       “PAGA Notice” refers to the notice letter submitted to the LWDA by Plaintiff on  
26 March 13, 2023.

27          27.       “PAGA Period” means the period commencing on March 13, 2022 and ending on April  
28 12, 2024.

1           28.       “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean  
2 either/any of the Plaintiff or Defendant, individually.

3           29.       “Participating Class Members” means all Class Members who do not submit valid and  
4 timely Requests for Exclusion.

5           30.       “Plaintiff” means Plaintiff Tanya Perez, who will seek to be appointed as the  
6 representative for the Class.

7           31.       “Preliminary Approval” means the date the Court enters an order granting preliminary  
8 approval of the Settlement Agreement.

9           32.       “Released Class Claims” means all claims, rights, demands, liabilities and causes of  
10 action that are alleged, or reasonably could have been alleged based on the factual allegations and  
11 claims asserted in the Class Action arising during the Class Period, including the following claims: (1)  
12 Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California  
13 Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor  
14 Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197,  
15 and 11971. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202 and 203  
16 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-Compliant  
17 Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business  
18 Expenses); and (8) claims for unfair or unlawful business practices under California Business &  
19 Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections  
20 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.

21           33.       “Released PAGA Claims” means any and all claims for the recovery for civil penalties,  
22 attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the State of California had,  
23 or may claim to have, against Released Parties, arising out of the violations identified in the PAGA  
24 Notice are alleged in the Complaint, including failure to pay overtime compensation, failure to pay  
25 minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period  
26 premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during  
27 employment; failure to provide complete and accurate wage statements; failure to keep complete and  
28 accurate payroll records; failure to reimburse necessary business-related expenses; and violations of

1 Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197,  
2 1197.1, 1198, 2698, *et seq.*, 2800, and 2802.

3 34. “Released Parties” means Defendant Commercial Lighting Industries, Inc., as named  
4 by Plaintiff in the operative complaint, and its past, present and/or future, direct and/or indirect, officers,  
5 directors, employees, and agents.

6 35. “Request for Exclusion” means a valid and timely written statement submitted by a  
7 Class Member requesting to be excluded from the Class Action.

8 36. “Request for Exclusion Form” means the form that Class Members may use to request  
9 to be excluded from the Settlement, substantially similar to the form attached hereto as Exhibit C.

10 37. “Response Deadline” means the date sixty (60) days after the Settlement Administrator  
11 mails Notice Packets to Class Members, which shall be the last date on which Class Members may  
12 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the  
13 Settlement Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or  
14 Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal  
15 Service is open. The Response Deadline for Requests for Exclusion, Objections, and disputes will be  
16 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the  
17 Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the  
18 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The  
19 Response Deadline may also be extended by express agreement between Class Counsel and  
20 Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the  
21 authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or  
22 objection to the Settlement.

23 38. “Settlement” means the disposition of the Action pursuant to this Agreement.

24 39. “Settlement Administrator” means Apex Class Action LLC. The Parties each represent  
25 that they do not have any financial interest in the Settlement Administrator or otherwise have a  
26 relationship with the Settlement Administrator that could create a conflict of interest.

27 40. “Settlement Administration Costs” mean the costs payable from the Gross Settlement  
28 Amount to the Settlement Administrator for administering this Settlement, including, but not limited



1 to, translating, printing, distributing, and tracking documents for this Settlement,  
2 calculating/confirming the class member Workweeks from the information contained in the Class List,  
3 calculating each Participating Class Member’s Individual Class Payment, calculating each PAGA  
4 Member’s Individual PAGA Payment, tax reporting, distributing the Gross Settlement Amount,  
5 providing necessary reports and declarations, and other duties and responsibilities set forth herein to  
6 process this Settlement. It is currently estimated that Settlement Administration Costs shall not exceed  
7 \$6,990.00.

8 41. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and  
9 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant  
10 during the Class Period.

11 **RECITALS**

12 42. On March 13, 2023, Plaintiff provided written notice to the California Labor &  
13 Workforce Development Agency (“LWDA”) and Defendant of her intent to seek civil penalties  
14 pursuant to PAGA for Defendant’s alleged violations of California Labor Code §§ 201, 202, 203, 204,  
15 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

16 43. On April 10, 2023, Plaintiff filed a putative class action complaint against Defendant  
17 in the Superior Court for the State of California, County of Riverside entitled *Tanya Perez v.*  
18 *Commercial Lighting Industries, Inc.*, Case No. CVRI230187, alleging the following eight (8) causes  
19 of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2)  
20 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation  
21 of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor  
22 Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code  
23 §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-  
24 Compliant Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed  
25 Business Expenses); and (8) Violation of California Business and Professions Code §§ 17200, et seq.  
26 A First Amended Complaint adding an additional representative cause of action under PAGA was filed  
27 on June 7, 2023.  
28

1           44. Defendant denies the allegations in the complaint in the Action and PAGA Notice,  
2 denies/deny any failure to comply with the laws identified in the Action and PAGA Notice, and denie  
3 any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA  
4 Notice.

5           45. Following the filing of the Action, the Parties met and conferred with respect to  
6 potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, Class  
7 Counsel diligently investigated the claims against Defendant, including any and all applicable defenses  
8 and the applicable law. This investigation included, *inter alia* the exchange of both formal and informal  
9 discovery, review of numerous corporate policies and practices, and analysis of a sampling of the time  
10 and payroll records for the putative class. Class Counsel’s investigation was sufficient to satisfy the  
11 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801  
12 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

13           46. On February 12, 2024, the Parties participated in a private mediation with Monique  
14 Ngo-Bonnici, a respected mediator with extensive experience in complex wage and hour litigation. Ms.  
15 Ngo-Bonnici’s supervision of the mediation and negotiations was critical in managing the expectations  
16 of the Parties, and in providing a useful and neutral analysis of the case to both Parties. After a full day  
17 of negotiations, the Parties reached an agreement to settle this matter on a class-wide basis, the material  
18 terms of which are now fully memorialized in this Agreement. On or about February 24, 2024, the  
19 Parties executed a Memorandum of Understanding, the material terms of which are now fully  
20 memorialized in this Agreement.

21           47. The settlement discussions during and after mediation were conducted at arms-length,  
22 and this Agreement is the result of an informed and detailed analysis of Defendant’s potential liability  
23 in relation to the costs and risks associated with continued litigation.

24           48. Based on data produced pursuant to formal and informal discovery, as well as Class  
25 Counsel’s own independent investigation and evaluation, Plaintiff and Class Counsel believe that the  
26 Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate,  
27 and is in the best interests of the Class in light of all known facts and circumstances.



1 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross  
2 Settlement Amount will revert to Defendant.

3 52. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is  
4 based on Defendant’s representation that Class Members worked a total of 7,163 Workweeks between  
5 April 10, 2019 and February 12, 2024 (“Certified Workweek Amount”). Should the actual number of  
6 Workweeks for Class Members between April 10, 2019 and February 12, 2024 exceed the Certified  
7 Workweek Amount by more than ten percent (10%) (i.e., an increase of more than 716 Workweeks),  
8 then Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage  
9 increase in the number of Workweeks worked by the Class Members between April 10, 2019 and  
10 February 12, 2024 above the 10% threshold. For example, if the number of Workweeks worked by the  
11 Class Members between April 10, 2019 and February 12, 2024 increases by 11% to 7,951 Workweeks,  
12 the Gross Settlement Amount will increase by 1%. (“Escalator Clause”). Any increase in qualifying  
13 Workweeks for the period after February 12, 2024 shall have no effect on the Settlement and will not  
14 trigger the Escalator Clause.

15 53. Funding of the Gross Settlement Amount: Defendant shall provide all information  
16 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official  
17 name, 8-digit state unemployment insurance tax ID number, and other information requested by the  
18 Settlement Administrator, no later than seven (7) calendar days of the Effective Date. Defendants will  
19 deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified  
20 Settlement Fund (“QSF”) to be established by the Settlement Administrator in two installment  
21 payments, as follows: (i) the first payment in the amount of \$265,000.00, plus any employer-side  
22 payroll taxes calculated by the Settlement Administrator, shall be deposited by Defendant into the QSF  
23 within thirty (30) calendar days after the Court grants Final Approval of the Settlement; (2) the second  
24 and final payment in the amount of \$200,000.00 shall be deposited by Defendant into the QSF no later  
25 than ninety (90) days after the first installment payment.

26 54. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of  
27 the complete funding of the Gross Settlement Amount, the Settlement Administrator will issue  
28 payments for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties

1 to the Labor and Workforce Development Agency; (d) the Class Representative Enhancement  
2 Payment; (e) Class Counsel's Fees and Costs The Settlement Administrator will also issue a payment  
3 to itself for Court-approved services performed in connection with the Settlement.

4 55. Class Counsel's Fees and Costs: Defendant agrees not to oppose any application or  
5 motion by Class Counsel for attorneys' fees of not more than one-third (1/3) of the Gross Settlement  
6 Amount (i.e., \$155,000.00), plus the reimbursement of costs and expenses associated with the litigation  
7 and settlement of the Action, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents  
8 (\$15,000.00), both of which will be paid from the Gross Settlement Amount. Released Parties shall  
9 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion  
10 of any Attorneys' Fees and/or Costs. Class Counsel assumes full responsibility and liability for taxes  
11 owed on the Attorneys' Fees and/or Costs and holds Defendant harmless, and indemnifies Defendant  
12 from any dispute or controversy regarding any division or sharing of any of these payments. Any  
13 portion of the requested fees or costs that are not awarded to the Class Counsel shall be reallocated to  
14 the Net Settlement Amount and distributed to Participating Class Members as provided in this  
15 Agreement.

16 56. Class Representative Enhancement Payment: Defendant agrees not to oppose or object  
17 to any application or motion by Plaintiff for a Class Representative Enhancement Payment in the  
18 amount of Ten Hundred Dollars and Zero Cents (\$10,000.00). The Class Representative Enhancement  
19 Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual  
20 Settlement Payment paid pursuant to the Settlement. Any portion of the requested Class Representative  
21 Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount  
22 and distributed to Participating Class Members as provided in this Agreement. Plaintiff will be solely  
23 and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement  
24 Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and  
25 effect even if the full amount of Class Representative Enhancement Payment sought by Plaintiff is not  
26 ultimately awarded by the Court.

27 57. Settlement Administration Costs: The Settlement Administrator will be paid for the  
28 reasonable costs of administration of the Settlement and distribution of payments from the Gross

1 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are  
 2 currently estimated at \$6,990.00. The Parties acknowledge that Settlement Administration Costs may  
 3 increase above the current estimate of \$6,990.00, but will not exceed Ten Thousand Dollars (\$10,000)  
 4 and that any such additional Settlement Administration Costs will be taken out of the Gross Settlement  
 5 Amount. The Settlement Administration Costs will include, *inter alia*, the required tax reporting on  
 6 the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class  
 7 Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports  
 8 and declarations. Any portion of the requested Settlement Administration Costs that are not awarded  
 9 to the Settlement Administrator or which are not ultimately required to complete administration of the  
 10 Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class  
 11 Members as provided in this Agreement.

12 58. PAGA Penalties: Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be  
 13 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the  
 14 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or  
 15 Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), to the California Labor and Workforce  
 16 Development Agency (“LWDA”). Seven Thousand Five Hundred Dollars (\$7,500.00) will be  
 17 distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by  
 18 each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the  
 19 PAGA Penalties even if they request to be excluded from the class settlement.

20 59. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will  
 21 be used to satisfy the class portion of Participating Class Members’ Individual Class Payments in  
 22 accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

23	Gross Settlement Amount	\$	465,000.00
24	Enhancement Payment:	\$	10,000.00
25	Class Counsel’s Fees:	\$	155,000.00
26	Class Counsel’s Costs:	\$	15,000.00
27	PAGA Penalties	\$	30,000.00
28	Settlement Administration Costs:	\$	6,990.00

1           ***Estimated Net Settlement Amount***           **\$       248,010.00**

2           60.     Individual Class Payment Calculations: Individual Class Payments will be paid from  
3 the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating  
4 Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the  
5 total Workweeks worked by each Class Member during the Class Period and the aggregate total number  
6 of Workweeks worked by all Participating Class Members during the Class Period. To determine each  
7 Class Member’s estimated “Individual Settlement Payment” from the Net Settlement Fund, the  
8 Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by  
9 the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s  
10 “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s  
11 total number of Workweeks by the Workweek Value.

12           61.     Tax Allocation of Individual Class Payments: Individual Class Payments will be  
13 allocated as follows: (a) twenty percent (20%) of each Individual Class Payment will be allocated as  
14 wages, for which IRS Forms W-2 will be issued; and (b) eighty percent (80%) shall be allocated to  
15 settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion are  
16 not subject to wage withholdings and will be reported on an IRS Form-1099 by the Settlement  
17 Administrator

18           62.     Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a  
19 pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period.  
20 Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members  
21 by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
22 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA  
23 Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member’s payment  
24 ratio will then be multiplied by the 25% employee portion of the PAGA Penalties to calculate each  
25 PAGA Member’s estimated Individual PAGA Payment. PAGA Members shall receive an Individual  
26 PAGA Payment regardless of whether they submit a Request for Exclusion.

27           63.     Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not  
28 subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.



1           64.     No Credit Toward Benefit Plans: The Individual Class Payments made to Participating  
2 Class Members under this Settlement, as well as any other payments made pursuant to this Settlement,  
3 will not be utilized to calculate any additional benefits under any benefit plans to which any Class  
4 Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,  
5 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,  
6 it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or  
7 amounts to which any Class Members may be entitled under any benefit plans.

8           65.     Settlement Administration Process: The Parties agree to cooperate in the administration  
9 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses  
10 incurred in administration of the Settlement. The Settlement Administrator will provide the following  
11 services:

- 12           a)     Establish and maintain a Qualified Settlement Fund.
- 13           b)     Calculate the Individual Class Payment each Participating Class Member is  
14                 eligible to receive.
- 15           c)     Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 16           d)     Print and mail the Notice Packets in both Spanish and English.
- 17           e)     Conduct additional address searches for mailed Notice Packets that are returned  
18                 as undeliverable.
- 19           f)     Process Objections and Requests for Exclusion.
- 20           g)     Field inquiries from Class Members.
- 21           h)     Print and issue and issue Settlement payment checks.
- 22           i)     Prepare IRS W2 and 1099 Tax Forms and any other filings required by any  
23                 governmental taxing authority.
- 24           j)     Provide declarations and/or other information to this Court as requested by the  
25                 Parties and/or the Court.
- 26           k)     Provide weekly status reports to counsel for the Parties.
- 27           l)     Post copies of the operative Complaint, Settlement Agreement, Notice Packet,  
28                 Preliminary Approval Order, and Final Approval Order and Judgment online at



1 Settlement Administrator's website.

2 66. Delivery of the Class List: Within twenty (20) calendar days of Preliminary Approval,  
3 Defendant will provide the Class List to the Settlement Administrator. This is a material term of the  
4 Agreement, and if Defendant fail to comply, Plaintiff shall have the right to void the Agreement. Prior  
5 to mailing the Notice, the Settlement Administrator shall provide Class Counsel with an anonymized  
6 version of the Class List that shall only disclose an identification number attributed to each Class  
7 Member and their respective Workweeks during the Class Period and PAGA Period.

8 67. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the  
9 Class List from Defendant, the Settlement Administrator will mail the Notice Packet to all Class  
10 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified  
11 in the Class List.

12 68. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement  
13 Administrator will perform a search based on the National Change of Address Database for information  
14 to update and correct for any known or identifiable address changes. Any Notice Packet returned to the  
15 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly  
16 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
17 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address  
18 is provided, the Settlement Administrator will promptly attempt to determine the correct address using  
19 a skip-trace, or other search using the name, address and/or Social Security number of the Class  
20 Member involved, and will then perform a single re-mailing. If any Notice Packet sent to a Class  
21 Member by the Settlement Administrator is returned as undeliverable to a current employee, then  
22 Defendant shall make all reasonable efforts to obtain the current address from the Class Member and  
23 provide the same within seven (7) calendar days of notice from the Settlement Administrator. The  
24 Response Deadline will be extended fifteen (15) calendar days for any Class Member who is re-mailed  
25 a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in  
26 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is  
27 open.

28 69. Notice: All Class Members will be mailed a Notice Packet containing the Notice,

1 Objection Form, and Request for Exclusion Form, substantially in the form attached hereto as Exhibits  
2 A through C. Notice Packets shall be provided in both English and Spanish. Each Notice will provide:  
3 (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
4 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for  
5 Defendant during the Class Period; (e) each Class Member's estimated Individual Class Payment and  
6 the formula for calculating Individual Class Payments; (f) each PAGA Members' estimated Individual  
7 PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which  
8 comprise the Class Period; (h) the deadlines by which the Class Member must email, fax, or postmark  
9 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be  
10 released, as set forth herein; and (j) the date for the Final Approval hearing.

11       70.     Disputed Information on Notice: Class Members will have an opportunity to dispute  
12 the information provided in their Notice. Any Class Member wishing to dispute the Workweeks  
13 reported in their Notice must provide a written dispute to the Settlement Administrator by the Response  
14 Deadline via email, facsimile or mail. The written dispute must include (a) the Class Member's name,  
15 address, telephone number, and the last four digits of the Class Member's Social Security number  
16 and/or the Employee ID number; (b) a statement explaining why they believe the number of  
17 Workweeks in their Notice is inaccurate; and (c) any evidence showing that the number of Workweeks  
18 credited to them in their Notice is inaccurate. Absent evidence rebutting Defendant's records,  
19 Defendant's records will be presumed determinative. However, if a Class Member produces evidence  
20 to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
21 Member and the Parties will make the final decision as to the number of eligible Workweeks that should  
22 be applied and/or the Individual Class Payments to which the Class Member may be entitled. If the  
23 Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the  
24 Workweeks for each Class Member during the Class Period, based on the information provided to it.  
25 The Court retains authority to review the Settlement Administrator's decisions on any such disputes.

26       71.     Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
27 Action must sign and return a written Request for Exclusion to the Settlement Administrator by the  
28 Response Deadline via email, facsimile or mail. A Request for Exclusion Form, substantially in the

1 form attached hereto as Exhibit C, shall be included in the Class Notice Packet, and may be utilized by  
2 Class Members to request exclusion from the Settlement. The Request for Exclusion must include (a)  
3 the Class Member's name, address, telephone number, and the last four digits of the Class Member's  
4 Social Security number and/or the Employee ID number and (b) a simple statement requesting to be  
5 excluded from the settlement of the class claims similar to the following: "I wish to exclude myself  
6 from the class settlement reached in the matter of *Perez v. Commercial Lighting Industries, Inc.*" The  
7 date of the email, fax, or postmark will be the exclusive means to determine whether a Request for  
8 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement  
9 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for  
10 Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action  
11 will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by  
12 the Court. The Court retains authority to determine the validity and authenticity of all Requests for  
13 Exclusion submitted by Class Members. The Request for Exclusion shall not be effective as to the  
14 release of claims arising under the Private Attorneys General Act.

15       72.     Defective Submissions: If a Class Member's Request for Exclusion is defective as to  
16 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).  
17 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days  
18 of receiving the defective submission to advise the Class Member that his or her submission is defective  
19 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will  
20 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date the  
21 cure letter is mailed, whichever date is later, to email, fax, or postmark a revised Request for Exclusion.  
22 If a Class Member responds to a cure letter by filing a defective claim, then the Settlement  
23 Administrator will have no further obligation to give notice of a need to cure. If the revised Request for  
24 Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

25       73.     Defendant's Right to Rescind: If more than ten (10%) of Class Members (rounded to  
26 the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind  
27 the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void.  
28 Defendant must meet and confer with Class Counsel prior to exercising this right, and must make clear

1 its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator  
2 notifying the Parties of the final number of opt-outs. If Defendant exercises its right to rescind the  
3 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date  
4 of rescission.

5 74. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member  
6 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for  
7 Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well  
8 as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval  
9 to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final  
10 Approval Order and Judgment or release. The names of Class Members who have opted-out of the  
11 Settlement shall be disclosed to both Class Counsel and Defendant's Counsel and noted in the proposed  
12 Final Approval Order and Judgment submitted to the Court.

13 75. Objection Procedures: To object to the Settlement, a Participating Class Member must  
14 email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response  
15 Deadline. An Objection Form, substantially in the form attached hereto as Exhibit B, shall be included  
16 in the Class Notice Packet, and may be utilized by Participating Class Members to object to the  
17 Settlement. The Objection must be signed by the Participating Class Member and contain all  
18 information required by this Settlement Agreement including the employees full name, address,  
19 telephone number, the last four digits of their social security number and/or Employee ID number, and  
20 the specific reason including any legal grounds for the Participating Class Member's objection. The  
21 email, facsimile, or postmark date will be deemed the exclusive means for determining that the Notice  
22 of Objection is timely. Participating Class Members who fail to object in the manner specified above  
23 will be foreclosed from making a written objection, but shall still have a right to appear at the Final  
24 Approval Hearing in order to have their objections heard by the Court. The Court shall retain final  
25 authority as to the consideration and admissibility of any and all objections to the Settlement. At no  
26 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class  
27 Members to submit written objections to the Settlement or appeal from the Final Approval Order and  
28 Judgment. Class Counsel will not represent any Class Members with respect to any objections to this

1 Settlement.

2           76.     Weekly Reports Regarding Settlement Administration: The Settlement Administrator  
3 will provide Defendant’s Counsel and Class Counsel a weekly report which certifies: (a) the number  
4 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned  
5 and re-mailed; and (c) whether any Class Members have submitted any Objections, Requests for  
6 Exclusions, or any challenges to any information contained in the Notice. Additionally, the Settlement  
7 Administrator will provide to counsel for both Parties any updated reports regarding the administration  
8 of the Settlement Agreement as needed or requested.

9           77.     Compliance Declaration by Settlement Administrator: Within two weeks of the  
10 Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel  
11 and Defendant’s counsel attesting to its due diligence and compliance with all of its obligations under  
12 this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as undelivered,  
13 the re-mailing of Notices, attempts to locate Class Members, the names of the individuals who  
14 submitted timely and valid Requests for Exclusion from Settlement, and the number of written  
15 objections to the Settlement. The Administrator shall also provide to Class Counsel and Defendant’s  
16 Counsel authenticated copies of every written objection and Request for Exclusion that it received. The  
17 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.

18           78.     Payment Schedule for All Court Approved Settlement payments: Within three (3)  
19 business days of the Court granting Final Approval of the Settlement, the Settlement Administrator will  
20 calculate all payments due, and shall provide Defendant’s Counsel and Class Counsel with a report on  
21 all disbursements to be made under the Settlement.

22           79.     Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to  
23 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty  
24 (180) calendar days. The Individual Class Payment checks provided to Participating Class Members  
25 and Individual PAGA Payment checks provided to PAGA Members shall prominently state the  
26 expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days,  
27 or alternatively, such a statement may be made in a letter accompanying the Individual Class Payment  
28 and/or Individual PAGA Payment. Expired checks for Individual Class Payments and Individual

1 PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in  
2 writing. If a Participating Class Member or PAGA Member does not cash his or her Individual Class  
3 Payment check or Individual PAGA Payment check within 180 days, the uncashed funds, subject to  
4 Court approval, shall be distributed to the Controller of the State of California to be held pursuant to  
5 the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating  
6 Class Members and PAGA Members who did not cash their checks until such time that they claim their  
7 property. The Parties agree that this disposition results in no “unpaid residue” under California Civil  
8 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class  
9 Members and PAGA Members, whether or not they all cash their Individual Class Payment checks or  
10 Individual PAGA Payment checks. Therefore, Defendant will not be required to pay any interest on  
11 such amounts.

12       80.     Administration of Taxes by the Settlement Administrator: The Settlement  
13 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class  
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
15 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes  
16 and penalties to the appropriate government authorities.

17       81.     Final Distribution Report and Declaration by Settlement Administrator: Within 10  
18 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,  
19 the Administrator will provide Class Counsel and Defendant’s Counsel with a final report detailing its  
20 disbursements by employee identification number only of all payments made under this Agreement. At  
21 least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare,  
22 and submit to Class Counsel and Defendant’s, a signed declaration under oath suitable for filing in  
23 Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is  
24 responsible for filing the Settlement Administrator’s Declaration with the Court.

25       82.     Tax Liability: Defendant makes no representation as to the tax treatment or legal effect  
26 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on  
27 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this  
28 regard. Plaintiff and Participating Class Members understand and agree that they will be solely



1 responsible for the payment of any taxes and penalties assessed on the payments described herein.  
2 Defendant's share of any employer payroll taxes and other required employer withholdings due on the  
3 Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions,  
4 shall be paid separate and apart from the Gross Settlement Amount.

5 83. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
6 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an  
7 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
8 communication or disclosure between or among the Parties or their attorneys and other advisers, is or  
9 was intended to be, nor shall any such communication or disclosure constitute or be construed or be  
10 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31  
11 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its  
12 own, independent legal and tax counsel for advice (including tax advice) in connection with this  
13 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party  
14 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or  
15 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed  
16 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation  
17 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether  
18 such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or  
19 tax structure of any transaction, including any transaction contemplated by this Agreement.

20 84. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant  
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
23 of action or right herein released and discharged.

24 85. Release by Participating Class Members: Upon the complete funding of the Gross  
25 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff and  
26 Participating Class Members shall fully release and discharge the Released Parties from any and all  
27 Released Class Claims. This release is limited to claims arising during the Class Period. This release  
28 shall be binding on all Participating Class Members.

1           86.     Release of PAGA Claims: Upon the complete funding of the Gross Settlement Amount,  
2 Plaintiff and State of California shall fully release and discharge the Released Parties from any and all  
3 Released PAGA Claims. This release is limited to claims arising during the PAGA Period. In light of  
4 the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo*  
5 *Dairy)* (2009) 46 Cal.4th 969, PAGA Members will be deemed bound by the judgment entered on the  
6 Released PAGA Claims, and shall be precluded from asserting a subsequent claim under PAGA against  
7 Defendant for any of the Released PAGA Claims arising during the PAGA Period. However, the  
8 release of PAGA claims shall not operate to release any PAGA Members' individual claims for unpaid  
9 wages or damages.

10           87.     Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross  
11 Settlement Amount, Plaintiff agrees—on behalf of herself only—to the additional following General  
12 Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby  
13 fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims,  
14 and also generally releases and discharges the Released Parties from any and all claims, demands,  
15 obligations, causes of action, rights, or liabilities of any kind which have been or could have been  
16 asserted against the Released Parties arising out of or relating to her employment by Defendant or  
17 termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,  
18 defamation, discrimination, harassment or wrongful termination of employment. This release  
19 specifically includes any and all claims, demands, obligations and/or causes of action for damages,  
20 restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement  
21 Agreement) relating to or in any way connected with the matters referred to herein, whether or not  
22 known or suspected to exist, and whether or not specifically or particularly described herein.  
23 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542,  
24 which provides:

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



1 WITH THE DEBTOR OR RELEASED PARTY.

2 Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or  
3 may have that are not waivable by law, including claims for unemployment insurance, disability, social  
4 security, workers compensation, and the right to receive benefits under any retirement plan.

5 88. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting  
6 policy regarding any future employment references related to Plaintiff. In the event that any potential  
7 of future employers of Plaintiff seek a reference regarding Defendant's employment of Plaintiff,  
8 Defendant shall only provide Plaintiff's dates of employment, jobs titles during employment, and final  
9 rate of pay. Defendant shall not refer to the Action or this Settlement, and no characterization of  
10 Plaintiff employment with Defendant or termination of employment with Defendant will be provided.

11 89. Preliminary Approval Hearing: Promptly upon execution of this Settlement  
12 Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as  
13 follows:

- 14 a. Granting preliminary approval of the Settlement Agreement
- 15 b. Certifying the Class for the purposes of Settlement;
- 16 c. Approving, as to form and content, the proposed Notice, Objection Form, and  
17 Request for Exclusion Form;
- 18 d. Approving the manner and method for Class Members to request exclusion from  
19 the Stipulation of Settlement as contained herein and within the Notice;
- 20 e. Directing the mailing of the Notice to the Class Members, in accordance with  
21 the Agreement; and
- 22 f. Setting a date for a Final Approval/Settlement Fairness Hearing.

23 In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which  
24 sets forth the terms of the Settlement, and will include the proposed Notice, Objection Form, and  
25 Request for Exclusion Form attached as Exhibits A through C. Defendant agrees that it will not oppose  
26 Plaintiff's motion for preliminary approval or delay the hearing thereon. This is a material term of the  
27 Agreement and any delay or opposition by Defendant will be grounds for Plaintiff to withdraw from  
28 the Agreement.

1           90.     Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
2 deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement,  
3 and with the Court’s permission, a Final Approval Hearing will be conducted to determine the Final  
4 Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual  
5 Class Payments; (b) PAGA Penalties; (c) Class Counsel’s Fees and Costs; (d) the Class Representative  
6 Enhancement Payment; and (e) the Settlement Administration Costs. Class Counsel will be responsible  
7 for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible  
8 for drafting the attorneys’ fees and costs application to be heard at the final approval hearing and shall  
9 submit to the Court a Proposed Final Approval Order as follows:

- 10                   a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and  
11                             adequate, and directing consummation of its terms and provisions;
- 12                   b. Approving Class Counsel’s application for an award of attorneys’ fees and costs;
- 13                   c. Approving the Class Representative Enhancement Payment to Plaintiff;
- 14                   d. Setting a date when the parties shall report to the Court the total amount that was  
15                             actually paid to the Class Members; and
- 16                   e. Entering Final Approval Order and Judgment in this Action consistent with this  
17                             Agreement.

18 Defendant agrees that it will not oppose Plaintiff’s Motion for Final Approval and Attorneys’ Fees  
19 and Costs.

20           91.     Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the  
21 Court or after the Final Approval/Settlement Fairness Hearing, Plaintiff will present the Final Approval  
22 Order and Judgment to the Court for its approval. After entry of the Final Approval Order and  
23 Judgment, the Court will have continuing jurisdiction pursuant to California Rules of Court, Rule 3.769  
24 and Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and  
25 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-  
26 judgment matters as may be appropriate under court rules or as set forth in this Settlement.

27           92.     Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant’s  
28 Counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the

1 Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as  
2 provided herein; (b) the Court strikes or does not approve any material term of this Settlement  
3 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any  
4 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will  
5 be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall  
6 be returned to their original respective positions prior to the Settlement and shall proceed in all respects  
7 as if this Settlement Agreement had not been executed. Any order or judgment entered by the Court in  
8 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.  
9 Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any  
10 issues raised by the Court prior to invoking their right to nullify the Settlement under this provision.  
11 The Parties further agree that they will return to and attend mediation with Monique Ngo-Bonnici in  
12 an effort to reach a settlement that may be approved by the Court.

13 93. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set  
14 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.  
15 Any Exhibits to this Settlement are an integral part of the Settlement.

16 94. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the  
17 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
18 may be deemed binding on the Parties.

19 95. Amendment or Modification: This Settlement Agreement may be amended or modified  
20 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

21 96. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and  
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with  
26 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are  
27 unable to reach agreement on the form or content of any document needed to implement the Settlement,  
28 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,

1 the Parties may seek the assistance of the Court to resolve such disagreement.

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

4 98. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto  
5 will be governed by and interpreted according to the laws of the State of California.

6 99. Execution and Counterparts: This Settlement Agreement is subject only to the  
7 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
8 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of  
9 the signature page, will be deemed to be one and the same instrument provided that counsel for the  
10 Parties will exchange among themselves original signed counterparts.

11 100. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this  
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
13 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
15 represented by competent counsel and that they have had an opportunity to consult with their counsel  
16 regarding the fairness and reasonableness of this Settlement.

17 101. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,  
18 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent  
19 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

20 102. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class  
21 certification for purposes of this Settlement only; except, however, that either party may appeal any  
22 court order that materially alters the Settlement Agreement's terms.

23 103. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate  
24 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not  
25 approved, the stipulation to certification will be void. The Parties further agree that certification for  
26 purposes of the Settlement is not an admission that class action certification is proper under the  
27 standards applied to contested certification motions and that this Agreement will not be admissible in  
28 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)

1 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

2       104.    Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
3 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.  
4 In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated  
5 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any  
6 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated  
7 or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful  
8 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor  
9 any of the negotiations connected with it, shall be construed as an admission or concession by  
10 Defendant of any such violations or failure to comply with any applicable law. Except as necessary in  
11 a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall  
12 not be offered or received as evidence in any action or proceeding to establish any liability or admission  
13 on the part of Defendant or to establish the existence of any condition constituting a violation of, or a  
14 non-compliance with, federal, state, local or other applicable law.

15       105.    Captions: The captions and section numbers in this Agreement are inserted for the  
16 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
17 provisions of this Agreement.

18       106.    Waiver: No waiver of any condition or covenant contained in this Settlement  
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to  
20 imply or constitute a further waiver by such party of the same or any other condition, covenant, right  
21 or remedy.

22       107.    Enforcement Action: In the event that one or more of the Parties institutes any legal  
23 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
24 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
25 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
26 expert witness fees incurred in connection with any enforcement actions.

27       108.    Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and  
28 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against

1 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one  
2 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all  
3 Parties have contributed to the preparation of this Settlement Agreement.

4 109. Representation By Counsel: The Parties acknowledge that they have been represented  
5 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
6 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,  
7 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

8 110. All Terms Subject to Final Court Approval: All amounts and procedures described in  
9 this Settlement Agreement herein will be subject to final Court approval.

10 111. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to  
11 promote participation in the Settlement Agreement, and in seeking court approval of the Settlement  
12 Agreement, including working cooperatively to address any questions raised by the Court and making  
13 any amendments to the Settlement Agreement required by the Court. The Parties and their counsel  
14 agree not to take any action to encourage any Class Members to opt out of and/or object to the  
15 Settlement Agreement. Defendant agrees not to obtain any settlement agreement waivers or release  
16 agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning  
17 claims released via this Settlement Agreement. The Parties will work in good faith to reach an  
18 agreement approved by the Court. Defendant further agrees that it will provide Class Counsel with any  
19 declarations or other evidence required by the Court in order to obtain preliminary and final approval  
20 of the Settlement Agreement including, without limitation, all declarations required under the Court's  
21 Case Management Order #1 dated April 13, 2023.

22 112. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement  
23 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,  
24 Defendant, and Defendant's Counsel agree that they will not issue any press releases, initiate any  
25 contact with the press, respond to any press inquiry or have any communication with the press about  
26 the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall  
27 limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance  
28 of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or

1 limit Class Counsel's communications with the Class Members in furtherance of approval of this  
2 Settlement. Furthermore, nothing in this provision shall be construed as preventing Class Counsel from  
3 referring to the Settlement or the Action in support of their adequacy as counsel for putative class or to  
4 justify an award of attorneys' fees.

5 113. Binding Agreement: The Parties warrant that they understand and have full authority  
6 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable  
7 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any  
8 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that  
9 otherwise might apply under federal or state law.

10 **APPROVED AS TO FORM AND CONTENT:**

11  
12 Dated: 05/10/2024

By: Tanya Perez  
Tanya Perez (May 10, 2024 17:38 PDT)  
Plaintiff Tanya Perez

13  
14  
15 Dated: 5/17/24

By: [Signature]  
Name: Fran Halovich  
Title: President  
For Defendant Commercial Lighting Industries, Inc.

16  
17  
18 **APPROVED AS TO FORM ONLY:**

19 Dated: May 10, 2024

By: [Signature]  
S. Emi Minne  
Attorneys for Plaintiff  
TANYA PEREZ

20  
21  
22  
23  
24 Dated: May 16, 2024

By: [Signature]  
BEST BEST & KRIEGER LLP  
Cecilia L. Martin  
Attorneys for Defendant  
COMMERCIAL LIGHTING INDUSTRIES, INC.

# **EXHIBIT A**



# **NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT**

*Perez v. Commercial Lighting Industries, Inc.*

Riverside County Superior Court, Case No. CVRI2301807

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.**

<b>To:</b> All current and former hourly-paid employees who are or were employed by Commercial Lighting Industries, Inc. in the State of California at any time from April 10, 2019, through April 12, 2024
---

## **BASIC INFORMATION**

### **1. What is this settlement about?**

A lawsuit was commenced by a former employee of Commercial Lighting Industries, Inc. (“Defendant”) on April 10, 2023 in the Riverside County Superior Court, Case No. CVRI2301807 (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed upon termination of their employment, did not provide accurate wage statements, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

### **2. Why is this a class action?**

In a class action, one or more people called the Class Representative (in this case, Tanya Perez, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former hourly-paid employees who are or were employed by Defendant in the State of California at any time from April 10, 2019 through April 12, 2024). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court is in charge of this class action.

### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiff Tanya Perez as the Class Representative, and appointed her attorneys at Parker & Minne, LLP and Smith Law as counsel for the Class (“Class Counsel”). At this time the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination on the fairness, adequacy, and reasonableness of the proposed Settlement will be made by the Court at the Final Approval Hearing at [Insert Final Approval Hearing Time] a.m./p.m. on [Insert Final Approval Hearing Date], in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 9250.

## **WHO IS PART OF THE SETTLEMENT?**

### **4. How do I know if I am part of the settlement?**

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a hourly-paid employee in the

state of California at any time between April 10, 2019 through April 12, 2024.

## WHAT DO I GET FROM THE SETTLEMENT?

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Four Hundred Sixty-Five Thousand Dollars (\$465,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Class Settlement Amount or One Hundred Fifty-Five Thousand Dollars (\$155,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifteen Thousand Dollars (\$15,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Six Thousand Nine Hundred Ninety Dollars (\$6,990.00); and
- E. **PAGA Penalties** in the amount of Thirty Thousand Dollars (\$30,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$22,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$7,500.00) will be distributed to hourly-paid employees of Defendants in the state of California at any time from March 13, 2022, to April 12, 2024 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as a hourly-paid employee of Defendants from April 10, 2019 through April 12, 2024 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as a hourly-paid employee of Defendants from March 13, 2022 through April 12, 2024. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

### 5. How Much Will I Receive From the Settlement?

According to Defendant’s records, you worked:

[ ] workweeks during the Class Period (April 10, 2019 to April 12, 2024); and  
[ ] workweeks during the PAGA Period (March 13, 2022 to April 12, 2024).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ [ ], and your Individual PAGA Payment (if applicable) is estimated to be \$ [ ].

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [INSERT RESPONSE DEADLINE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

Apex Class Action LLC  
[Address]  
[Telephone No].  
[Fax No.]  
[E-mail address]

## 6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

## 7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Commercial Lighting Industries, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, employees, and agents.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the Lawsuit, including the following claims: (1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code sections 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code sections 226(a) (Non-Compliant Wage Statements); (7) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (8) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200 which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims are limited to the period of April 10, 2019 to April 12, 2024.

In addition, Plaintiff and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code section 2698, which Plaintiff and/or the State of California which Plaintiff and/or the State of California had, or may claim to have, against Released Parties, arising out of the violations identified in the PAGA Notice are alleged in the Complaint, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and

rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802. (“Released PAGA Claims.”) The Released PAGA Claims is limited to the period of March 13, 2022 to April 12, 2024. PAGA Members will be deemed bound by the judgment entered on the Released PAGA Claims, and shall be precluded from asserting a subsequent claim under PAGA against Defendant for any of the Released PAGA Claims arising during the PAGA Period. However, the release of PAGA claims shall not operate to release any PAGA Members’ individual claims for unpaid wages or damages.

## EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

### 8. How can I not participate in the Settlement?

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Perez v. Commercial Lighting Industries, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.” You may also use the “Request for Exclusion Form” enclosed with this Notice.

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Insert Response Deadline]**. You cannot exclude yourself by phone.

[Administrator Name]

[Address]

[Telephone No].

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Class Claims.

### 9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue **Defendant** and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

### 10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between March 13, 2022 to April 12, 2024, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

## 11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and SMITH LAW as counsel for the Class for Settlement purposes. The firms' contact information is:

**PARKER & MINNE, LLP**  
S. Emi Minne  
Jill J. Parker  
700 South Flower Street, Suite 1000  
Los Angeles, California 90017  
Telephone: (310) 882-6833  
Facsimile: (310) 889-0822

**SMITH LAW**  
Benjamin Smith  
8605 Santa Monica Boulevard  
West Hollywood, California 90069  
Telephone: (818) 839-9700  
Facsimile: (818) 824-4975

Class Counsel will ask the Court for attorneys' fees of up to \$155,000.00 and reimbursement of litigation cost/expenses of up to \$15,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

### OBJECTING TO THE SETTLEMENT

## 12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [Insert Response Deadline]. Your objection must include your full name, address, telephone number, and the specific reason for your objection. You may use the "Objection Form" enclosed with this Notice to submit your objection. You may also come to the Final Approval Hearing on [Insert Response Deadline] and make an objection at that time, regardless of whether you submitted a written objection.

## 13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

## 14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [Insert Final Approval Hearing Time] a.m./p.m. on [Insert Final Approval Hearing Date], in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

## 15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://www.riverside.courts.ca.gov/online-services/tentative-rulings>. Tentative rulings are typically posted by 3:00 p.m. on the court day before the hearing.

**16. How will I learn if the settlement was approved?**

A notice of final judgment will be posted on the Settlement Administrator website located at [www. ....com](http://www. ....com).

**IF YOU DO NOTHING**

**17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

**GETTING MORE INFORMATION**

**18. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [www. ....com](http://www. ....com), or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at <https://epublic-access.riverside.courts.ca.gov/public-portal/>, and searching for Case No. CVRI2301807. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

**WHAT IF MY INFORMATION CHANGES?**

**19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE**

# **EXHIBIT B**



**SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

*Perez v. Commercial Lighting Industries, Inc.*

Riverside County Superior Court, Case No. CVRI2301807

**OBJECTION FORM**

**INSTRUCTIONS:** If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form. Please state each reason for your objection and any legal support for your objection, and return the completed form to the Administrator via mail, email, or fax at:

Apex Class Action LLC

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

**THE DEADLINE TO SUBMIT THIS OBJECTION FORM IS [INSERT RESPONSE DEADLINE].**

**1. CONTACT INFORMATION**

Name: \_\_\_\_\_

Home Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home Telephone Number: (\_\_\_\_) \_\_\_\_\_

**2. REASON FOR OBJECTION**

Please describe the basis for your objection and any legal support for your objection:

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Signed: \_\_\_\_\_

Dated: \_\_\_\_\_



# **EXHIBIT C**

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE  
*Perez v. Commercial Lighting Industries, Inc.*  
Riverside County Superior Court, Case No. CVRI2301807

**REQUEST FOR EXCLUSION FORM**

**ATTENTION: IF YOU SUBMIT THIS FORM YOU WILL NOT RECEIVE PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. DO NOT USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE PROPOSED CLASS SETTLEMENT.**

**INSTRUCTIONS:** If you do not want to participate in the proposed Class Action Settlement, you may request to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must fully complete, sign, date and return this form to the Administrator via mail, e-mail, or fax at:

Apex Class Action LLC  
[Insert Address]  
[Insert Fax Number]  
[Insert Email Address]

If you were employed between March 13, 2022 to April 12, 2024, you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 (“PAGA”) claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the Settlement for the Class claims.

**THE DEADLINE FOR SUBMITTING THIS FORM IS [RESPONSE DEADLINE]. IF YOU SUBMIT THIS FORM VIA MAIL, IT MUST BE POSTMARKED BY [RESPONSE DEADLINE].**

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By signing this form, I hereby certify that I wish to be excluded from the proposed Settlement reached in *Perez v. Commercial Lighting Industries, Inc.* I understand that I will NOT receive any money from the proposed Settlement, and cannot object to the proposed Settlement at the Final Approval hearing. I understand that if I wish to pursue any claim I may have, I will be responsible for doing so on my own.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Last 4 Digits of Social Security Number or Employee ID  
Number: \_\_\_\_\_