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11 Attorneys for Plaintiff
TANYA PEREZ

12 *Additional counsel listed on next page*

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.
23
24

Case No.: CVRI2301807

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

**STIPULATION TO AMEND 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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Riverside, California 92502

7 Tel.: (951) 686-1450

8 Attorneys for Defendant

9 COMMERCIAL LIGHTING INDUSTRIES, INC.

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1 STIPULATION TO AMEND JOINT STIPULATION OF CLASS ACTION AND PAGA
2 SETTLEMENT

3 Plaintiff Tanya Perez (“Plaintiff”) and Defendant Commercial Lighting Industries, Inc.
4 (“Defendant”) (collectively, “Parties”), by and through their respective counsel of record, HEREBY
5 STIPULATE AND AGREE to amend the Joint Stipulation of Class Action and PAGA Settlement
6 previously executed by the Parties on or about May 17, 2024 (“Agreement”) as follows:

7 1. Page 6, paragraph 34 of the Agreement shall be replaced by the following language:

8 “Released Parties” means Defendant Commercial Lighting Industries, Inc., as named
9 by Plaintiff in the operative complaint, and its past, present, and future officers,
 directors, employees, and agents.

10 2. Page 5, paragraph 33 of the Agreement shall be replaced by the following language:

11 “Released PAGA Claims” means any and all claims for the recovery for civil penalties,
12 attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the State of
13 California had, or may claim to have, against Released Parties, for violations of the
14 California Labor Code that were described in Plaintiff’s PAGA Notice to the Labor and
15 Workforce Development Agency and that are alleged in the operative complaint in the
16 Action, including failure to pay overtime compensation, failure to pay minimum wages,
17 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, *et seq.*, 2800,
 and 2802.

18 3. The requirement for Class Members to provide the last four (4) digits of their social
19 security number or their Employee ID number in order to opt-out of the Settlement shall be deleted
20 from paragraph 71 of the Agreement and from the Request for Exclusion Form attached as Exhibit C
21 to the Agreement. A revised version of the proposed Request for Exclusion Form is attached hereto as
22 Exhibit A.

23 4. The proposed Notice of Class Action and PAGA Settlement attached as Exhibit A to
24 the Agreement shall be revised to reflect the amendments set forth in paragraphs 1 to 3, above. A
25 revised version of the proposed Notice of Class Action and PAGA Settlement is attached hereto as
26 Exhibit B.

27 **IT IS SO STIPULATED.**

28 [SIGNATURES ON FOLLOWING PAGE]

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APPROVED AS TO FORM AND CONTENT:

Dated: 08/02/2024

By: Tanya Perez
Tanya Perez (Aug 2, 2024 12:37 PDT)
Plaintiff Tanya Perez

Dated:

By: _____
Name: _____
Title: _____
For Defendant Commercial Lighting Industries,
Inc.

APPROVED AS TO FORM ONLY:

Dated: 08/02/2024

PARKER & MINNE, LLP

By: S. Emi Minne
S. Emi Minne
Attorneys for Plaintiff
TANYA PEREZ

Dated:

BEST BEST & KRIEGER LLP

By: _____
Cecilia L. Martin
Kieran D. Hartley
Attorneys for Defendant
COMMERCIAL LIGHTING INDUSTRIES,
INC.

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APPROVED AS TO FORM AND CONTENT:

Dated:

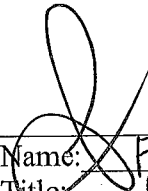
By:

Plaintiff Tanya Perez

Dated:

8/5/24

By:



Name: FRANK HALOWICH
Title: PRESIDENT
For Defendant Commercial Lighting Industries, Inc.

APPROVED AS TO FORM ONLY:

Dated:

PARKER & MINNE, LLP


By:

S. Emi Minne
Attorneys for Plaintiff
TANYA PEREZ

Dated: August 5, 2024

BEST BEST & KRIEGER LLP

By:



Cecilia L. Martin
Kieran D. Hartley
Attorneys for Defendant
COMMERCIAL LIGHTING INDUSTRIES,
INC.

EXHIBIT A

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].

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: _____

EXHIBIT B

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.**

To: 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 future 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 11971. (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, for violations of the California Labor Code that were described in Plaintiff’s PAGA Notice to the Labor and Workforce Development Agency and that are alleged in the operative complaint in the

Action, 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, and telephone 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.

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, 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