

1
2
3
4
5
6
7
8
9
10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**
13

14 IMANI R. GOMEZ, individually and on
15 behalf of others similarly situated, JUAN
16 GUARDADO, individually and on behalf of
others similarly situated,

17 Plaintiff,

18 vs.

19 AMERICAN AIR BALANCE CO. INC., a
20 California corporation; and DOES 1 through
21 50, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: 22STCV33002

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint filed: October 7, 2022

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiffs Imani R. Gomez and Juan Guardado, individually and on behalf of the Settlement Class, and Defendant American Air Balance Co. Inc.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.

3. “Class Counsel” means Protection Law Group, LLP.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class

Period; (7) any other information requested by the Settlement Administrator in order to effectuate the terms of the Settlement.

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

7. “Class Period” means the period from October 7, 2018 through December 4, 2024, unless Defendant elects to roll back the Class Release Period pursuant to the Escalator Provision in Paragraph 32.

8. “Class Representative” means Plaintiffs Imani R. Gomez and Juan Guardado in their capacity as representatives of the Participating Class Members.

9. “Class Representative Incentive Payment” means the amount that the Court authorizes to be paid to Plaintiffs Imani R. Gomez and Juan Guardado, in addition to their Individual Settlement Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution of the Action and in exchange for the General Release of their claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Los Angeles.

11. “Defendant” means American Air Balance Co., Inc.

12. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of Three Hundred Five Thousand Dollars and Zero Cents (\$305,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. “Individual Settlement Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

16. “Net Settlement Amount” means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, and (4) Class Representative Incentive Payments to Plaintiffs.

17. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

18. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant, individually.

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

20. “Plaintiffs” mean Imani R. Gomez and Juan Guardado.

21. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

22. “Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employee’s social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

23. “Released Class Claims” means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant’s alleged: (i) failure to provide meal periods or compensation in lieu thereof; (ii) failure to pay minimum wages; (iii) failure to provide complete, accurate wage statements; (iv) failure to pay wages timely at time of termination or resignation; and (v) unfair business practices. This release shall apply to claims arising during the Class Period.

24. “Released Parties” means Defendant American Air Balance Co. Inc. and past, present and future, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

25. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member or their representative that reasonably communicates the Class Member’s election to be excluded from the Settlement. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.

26. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended

to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

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

28. “Settlement Administrator” means Apex Class Action, LLC.

29. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, translating notices, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Four Thousand Nine Hundred and Ninety Dollars (\$4,490.00).

30. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member worked at least 1 day.

TERMS OF AGREEMENT

31. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date in accordance with the funding schedule in Paragraph 33. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payments, Class Counsel’s Fees and Costs, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross

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

32. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 12,011 Workweeks between October 7, 2018, and October 4, 2024. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 1,201 Workweeks), Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of workweeks worked by the class members above 10% (e.g. if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%) or (b) rolling back the end date of Class Period to the date in which 13,212 workweeks are met. If the escalator provision is exceeded the Parties shall notify the Court and amend the Class Notice prior to the mailing of the Notice to the Class.

33. Funding of the Gross Settlement Amount: Funding of the Gross Settlement Amount shall be made in two installments. Within thirty (30) calendar days of the Effective Date of the Settlement, Defendant will fund and deposit One Hundred Fifty-Five Thousand Dollars and Zero Cents (\$155,000.00) and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall fund the remaining half of the Gross Settlement Amount, One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), and all applicable employer-side payroll taxes, within one hundred eighty (180) calendar days of the first installment. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than thirty (30) calendar days of the Effective Date.

34. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of Defendant's complete funding of the Settlement, the Settlement Administrator will issue payments in the amount approved by the Court for: (a) the Individual Settlement Payments; (b) the Class Representative Incentive Payments; (c) Class Counsel's Fees and Costs and (d) Settlement Administration Costs.

35. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than One Hundred and One Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$101,666.66) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

36. Class Representative Incentive Payments: Defendant agrees not to oppose or object to any application or motion by Plaintiffs for a Class Representative Incentive Payment of Seven Thousand Five Hundred Dollars (\$7,500) each for Plaintiffs Imani R. Gomez and Juan Guardado, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The Class Representative Incentive Payments are in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Incentive Payments that is not awarded to Plaintiffs shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

37. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Four Thousand Nine Hundred and Ninety Dollars (\$4,990.00).

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

Gross Settlement Amount:	\$	305,000.00
Plaintiffs Incentive Payments:	\$	15,000.00

Class Counsel's Fees:	\$	101,666.66
Class Counsel's Costs:	\$	20,000.00
Settlement Administration Costs:	\$	4,990.00
Estimated Net Settlement Amount	\$	\$163,343.34

39. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Allocation of Individual Settlement Payments: The Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

40. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans,

bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members,
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.
- k) Identify Opt-Outs and Report Opt-Outs to the Parties.

42. Delivery of the Class List: Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material

term of the Agreement, and if Defendant fails to comply, Plaintiffs shall have the right to void the Agreement.

43. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

44. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

45. Notice: All Class Members will be mailed a Notice in both English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement

1 Payments; (f) the dates which comprise the Class Period; (g) instructions on how to opt-out of and
2 object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests
3 for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released,
4 as set forth herein; and (j) the date for the final approval hearing.

5 46. Disputed Information on Notice: Class Members will have an opportunity to
6 dispute the information provided in their Notice. To the extent Class Members dispute the number
7 of Workweeks with which they have been credited or the amount of their Individual Settlement
8 Payment, Class Members may produce evidence to the Settlement Administrator showing that
9 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
10 records will be presumed determinative. However, if a Class Member produces evidence to the
11 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
12 Member and the Parties will make the final decision as to the number of eligible Workweeks that
13 should be applied and/or the Individual Settlement Payment to which the Class Member may be
14 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

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

25 48. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
26 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
27 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,

1 address, telephone number, and the last four digits of the Class Member's Social Security number
2 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
3 settlement of the class claims. The date of the postmark on the return mailing envelope receipt
4 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
5 timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response
6 Deadline and received by the Settlement Administrator. All Requests for Exclusion will be
7 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
8 Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members
9 who do not request exclusion from the Action are deemed to be a Participating Class Member
10 under this Agreement and will be bound by all terms of the Settlement Agreement, including the
11 Releases under Paragraph 59 if the Settlement is granted final approval by the Court.

12 49. Defendant's Right to Rescind: If more than ten percent (10%) of the Class Members
13 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
14 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
15 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
16 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
17 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
18 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
19 Costs incurred to the date of rescission.

20 50. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
21 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
22 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
23 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
24 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
25 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. The names of
26 Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both
27 Plaintiffs and Defendant and noted in the proposed Judgment submitted to the Court.

51. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

52. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

53. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member does not cash his or her Settlement Check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et seq.* for the benefit of those Participating Class Members who did not cash their checks until such

time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

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

55. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant’s share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant’s FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

56. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written

1 communication or disclosure between or among the Parties or their attorneys and other advisers,
2 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
3 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
4 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
5 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
6 connection with this Agreement, (b) has not entered into this Agreement based upon the
7 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
8 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
9 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
10 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
11 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
12 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Agreement.

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

18 58. Release by Participating Class Members: Upon the complete funding of the Gross
19 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
20 Class Members shall fully release and discharge the Released Parties from the Released Class
21 Claims that arose during the Class Period. This release shall be binding on all Participating Class
22 Members.

23 59. Release of Additional Claims & Rights by Plaintiffs: Upon the complete funding
24 of the Gross Settlement Amount, Plaintiffs agree—on behalf of themselves only—to the
25 additional following General Release: In consideration of Defendant's promises and agreements
26 as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released
27 Class Claims and also generally release and discharge the Released Parties from any and all claims,

1 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could
2 have been asserted against the Released Parties arising out of or relating to their employment by
3 Defendant or termination thereof, including but not limited to claims for wages, restitution,
4 penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
5 employment. This release specifically includes any and all claims, demands, obligations and/or
6 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
7 provided by the Settlement Agreement) relating to or in any way connected with the matters
8 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
9 particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by
10 California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
14 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
15 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
16 DEBTOR OR RELEASED PARTY.

17 This release specifically excludes claims for unemployment insurance, disability, social
18 security, and workers compensation (with the exception of claims arising pursuant to California
19 Labor Code Sections 132(a) and 4553)

20 60. Nullification of Settlement Agreement: In the event that: (a) the Court does not
21 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
22 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
23 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
24 documents generated to bring it into effect, will be null and void, all amounts deposited into the
25 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
26 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
27 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement
28

for any reason, the Parties agree to expeditiously work together in good faith to address the Court's concerns and to obtain final approval and entry of Judgment provided, however, that Defendant shall not be obligated to accept a material change to the Agreement. If the Parties move forward to seek approval after remittitur, they will share, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. The Court's decision to vacate, reverse, or modify the award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

61. Amended Judgment: If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

62. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Plaintiffs further agree to prepare and file the motion for preliminary approval that complies with the Court's current checklist for Preliminary Approvals, and in doing so, will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval not later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; for appearing in Court to advocate in favor of the Motion for Preliminary Approval, and for delivering the Court's Preliminary Approval to the Administrator. Defendant agrees that it will not oppose Plaintiffs' motion for Preliminary Approval if it is consistent with

the terms of this Agreement. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, in good faith, to negotiate and modify the Agreement or make any other changes to satisfy the Court's concerns, provided, however, that Defendant is not required to accept a material change to the Agreement.

63. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Incentive Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

64. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms

of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

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

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

67. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

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

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

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

71. Execution and Counterparts: This Settlement Agreement is subject only to the

1 execution of all Parties. However, the Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
3 of the signature page, will be deemed to be one and the same instrument provided that counsel for
4 the Parties will exchange among themselves original signed counterparts.

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

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

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

19 75. Class Action Certification for Settlement Purposes Only: The Parties agree to
20 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
21 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
22 that certification for purposes of the Settlement is not an admission that class action certification
23 is proper under the standards applied to contested certification motions and that this Agreement
24 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
25 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than
26 according to the Settlement's terms.

27 76. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
28

dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

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

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

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

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

81. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

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

83. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

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

furtherance of approval of this Settlement.

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

Dated: 12/17/2024

PLAINTIFF

Signed by:
By:  93A548B7B5464DC...
Imani R. Gomez

Dated:

PLAINTIFF

By: _____
Juan Guardado

Dated:

PROTECTION LAW GROUP, LLP

By: _____
Heather Davis
Amir Nayebdadash
D. Luke Clapp
Attorneys for Plaintiffs,

Dated:

DEFENDANT
AMERICAN AIR BALANCE CO. INC.

furtherance of approval of this Settlement.

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

Dated: _____

PLAINTIFF

By: _____
Imani R. Gomez


Dated: 12/27/2024

PLAINTIFF

By:  _____
9FB51018181E408...
Juan Guardado

Dated: December 30, 2024

PROTECTION LAW GROUP, LLP

By:  _____
Heather Davis
Amir Nayebdadash
D. Luke Clapp
Attorneys for Plaintiffs,

Dated: _____

DEFENDANT

AMERICAN AIR BALANCE CO. INC.

1 furtherance of approval of this Settlement.

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

7
8 Dated: _____

PLAINTIFF

9
10 By: _____
11 Imani R. Gomez

12 Dated: _____

PLAINTIFF

13
14 By: _____
15 Juan Guardado

16
17
18 Dated: _____

PROTECTION LAW GROUP, LLP


19
20 By: _____
21 Heather Davis
22 Amir Nayebdadash
23 D. Luke Clapp
24 *Attorneys for Plaintiffs,*

25 Dated: 12-17-24

DEFENDANT

AMERICAN AIR BALANCE CO. INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: 
Name: ROBERT CONBOY
Title: PRESIDENT

Dated: 12/13/2024

BEST BEST & KRIEGER LLP


By: 
Cynthia M. Germano
Cecilia L. Martin
Attorneys for Defendant,
AMERICAN AIR BALANCE CO. INC.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Gomez et. al v. American Air Balance Co. Inc.

Los Angeles County Superior Court, Case No. 22STCV33002

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

To:	All current and former hourly-paid, non-exempt employees who are or were employed by American Air Balance Co. Inc. in the State of California at any time between October 7, 2018, and December 4, 2024.
------------	---

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Plaintiffs Imani R. Gomez and Juan Guardado (“Plaintiffs”), former employees of American Air Balance Co. Inc. (“Defendant”), on October 7, 2022. The case is currently pending in the Los Angeles County Superior Court, Case No. 22STCV33002. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendant failed to provide compliant meal periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, did not maintain accurate payroll records, and maintained unfair business practices. The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. 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 Imani R. Gomez and Juan Guardado, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendant American Air Balance Co. Inc. in the state of California as hourly-paid, non-exempt employees at any time from October 7, 2018, to December 4, 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 Los Angeles 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 Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Imani R. Gomez and Juan Guardado as the Class Representatives, and appointed their attorneys at Protection Law Group 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 Los Angeles County Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN 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 an hourly-paid, non-exempt employee in the state of California at any time between October 7, 2018, and December 4, 2024.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Hundred Five Thousand Dollars and Zero Cents (\$305,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross 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 Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred and One Thousand Six Hundred and Sixty Six Dollars and Sixty Six Cents (\$101,666.66);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000);
- C. **Incentive Payment to the Class Representatives** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) each for a total of Fifteen Thousand Dollars (\$15,000.00); and
- D. **Settlement Administration Costs** which are currently estimated to be Four Thousand Nine Hundred and Ninety Dollars (\$4,990.00).

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from October 7, 2018, to December 4, 2024 (“Workweeks”). Your Individual Settlement Payment is your estimated share of the Net Settlement Amount.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The wage portion of the Individual Settlement 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.

6. How much will I receive from the Settlement?

You worked **XXX** workweeks during the class period. Your Individual Settlement Payment is \$**XXX.XX**. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

The settlement approval process may take multiple months. Your Individual Class Payment reflected in this Notice is only an estimate. Your actual Individual Class Payment 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.

This Amount was determined based on Defendant's record of your employment between from October 7, 2018, to December 4, 2024, and is 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 [DATE]. All disputes regarding your workweeks, where you and the Parties cannot agree, 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 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:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

7. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

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

Upon the complete funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and all of its past, present and future officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to provide meal periods or compensation in lieu thereof; (ii) failure to pay minimum wages; (iii) failure to provide complete, accurate wage statements; (iv) failure to pay wages timely at time of termination or resignation; and (v) unfair business practices.

The "Class Period" during which the release of Released Class Claims pertains is from October 7, 2018, to December 4, 2024.

EXCLUDING YOURSELF FROM THE RELEASE CLASS CLAIMS

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 Net Settlement Amount.

9. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. Your request 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 be mailed, to the Settlement Administrator at the address listed below, post-marked by U.S. mail, by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

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 Defendant or the Released Parties, regarding the Released Class Claims.

10. 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 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.

11. If I exclude myself, can I get money from this settlement?

No. 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 Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Arnel O. Tan, Esq.
Joseph Marshall, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$101,666.66 and reimbursement of litigation cost/expenses of up to \$20,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

13. 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. An Objection Form has been sent with this Notice for you to use if you wish. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

14. 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.

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

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2024, at the Los Angeles County Superior Court—Spring Street Courthouse, Department 1, located at 312 North Spring Street, Los Angeles, CA 90012.

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.

16. 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. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Los Angeles County Superior Court's "LA Court Connect" website at <https://my.lacourt.org/laccwelcome>.

17. 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

18. 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 or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check 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

19. 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  or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. 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 LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE