

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

APR 01 2025

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10 *and CLASS MEMBERS*

11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF SAN BERNARDINO – CIVIL UNLIMITED**  
14

15 ISELA AGUILERA aka BLANCA ISELA  
16 AGUILERA, an individual on behalf of himself  
17 and all similarly situated employees,  
18 Plaintiffs,

19 vs.

20 PDC, LLC, a California Limited Liability  
21 Company; TEAM TECHNOLOGIES, INC., a  
22 California Corporation; and PROTEXER, INC, a  
23 Nevada Corporation; and DOES 1 through 100,  
24 inclusive,

25 Defendants.

Case No. CIVSB2409089

[Assigned for all purposes to The Honorable  
Stephanie Tanada, Dept. S33]

CLASS ACTION

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Hearing Date: April 3, 2025

Hearing Time: 8:30 AM

Hearing Dept.: S33

Complaint Filed: March 18, 2024

1 On April 3, 2025, the Honorable Stephanie Tanada considered Plaintiff ISELA  
2 AGUILERA AKA BLANCA ISELA AGUILERA's ("Aguilera" or "Plaintiff") Motion for  
3 Preliminary Approval of Class Action Settlement ("Approval Motion"), Declarations of Shoham J.  
4 Solouki, Esq., Plaintiff Aguilera, and the Settlement Administrator; the CLASS ACTION AND  
5 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE ("Settlement Agreement"),  
6 attached as **Exhibit A** to this order; COURT APPROVED NOTICE OF CLASS ACTION  
7 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL ("Class Notice"  
8 or "Notice Packet"); and other documents submitted in support of the Approval Motion.

9 Having considered the Approval Motion, the accompanying declarations, and all  
10 supporting legal authorities and documents, the Court orders as follows:

11 **IT IS HEREBY ORDERED THAT:**

- 12 1. The Court grants preliminary approval of the Settlement Agreement.
- 13 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
14 attached as **Exhibit A** to the Declaration of Shoham. J. Solouki, and all terms defined therein shall  
15 have the same meaning in this Order as set forth in the Settlement Agreement.
- 16 3. For settlement purposes only, the Court provisionally certifies the following  
17 Settlement Class: "all current or former non-exempt persons employed by Defendant PDC, LLC  
18 in California during the Class Period of at any time from March 18, 2020 through January 4,  
19 2025, who do not opt out of the Settlement."  
20
- 21 4. The Court preliminarily appoints named Plaintiff ISELA AGUILERA AKA  
22 BLANCA ISELA AGUILERA as Class Representative.
- 23 5. The Court preliminarily appoints Grant Joseph Savoy and Shoham J. Solouki of  
24 Solouki | Savoy, LLP as Class Counsel. For purposes of these settlement proceedings, the Court  
25 finds Plaintiff's Counsel adequate, competent, and capable of performing their responsibilities as  
26 Class Counsel.
- 27 6. The Court preliminarily approves the proposed class Settlement upon the terms and  
28 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the

1 Settlement appears to be within the range of reasonableness of settlement that the Court could  
2 ultimately grant final approval. It appears to the Court, on a preliminary basis, that the Settlement  
3 amount is fair, adequate, and reasonable as to all potential Class members when balanced against  
4 the probable outcome of further litigation relating to liability and damages issues. It further  
5 appears that the Parties have conducted extensive and costly investigation and research, such that  
6 counsel for the Parties are reasonably able to evaluate their respective positions at this time. It  
7 further appears to the Court that the Settlement will avoid the Parties incurring substantial  
8 additional costs, as well as the delay and risks that further prosecution of the Action would  
9 present. It further appears that the Settlement has been reached as the result of intensive, non-  
10 collusive, arm's-length negotiations utilizing an experienced mediator. Preliminary approval is not  
11 a final finding that the Settlement Agreement is fair, reasonable, and adequate. Instead, the Court  
12 has determined that reasonable cause exists to submit the proposed Settlement Agreement to  
13 Settlement Class Members and to hold a hearing on the fairness of the proposed settlement and on  
14 final approval of the settlement ("Final Approval Hearing"), and ultimately approve the  
15 Settlement.

16 7. The Court approves, as to form and content, the proposed Class Notice attached as  
17 **Exhibit B** to this order. These materials (a) provide the best practicable notice; (b) are  
18 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the  
19 pendency of the action, the terms of the proposed settlement, and of their right to appear,  
20 object to, or exclude themselves from the proposed settlement; (c) are reasonable and  
21 constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (d)  
22 comply fully with the requirements of the California Rules of Court, the California Code of  
23 Civil Procedure, the California Civil Code, the Constitution of the State of California, the United  
24 States Constitution, and any other applicable law.

25 8. The Court directs the mailing of the Class Notice by first-class mail and email (if  
26 available) to the Class Members in accordance with the schedule and procedures set forth in the  
27 Settlement Agreement. The Court finds that the dissemination of the Class Notice set forth in the  
28

1 Settlement Agreement complies with the requirements of due process of law and appears to be the  
2 best notice practicable under the circumstances.

3 9. The Court hereby preliminarily approves the definition and disposition of the Gross  
4 Settlement Amount of \$180,000.00, which is inclusive of payment of attorney fees not to exceed  
5 \$59,999.99 which is one third (1/3) of the Gross Settlement Amount; Class Counsel Fees Payment  
6 not to exceed \$20,000.00; cost of Settlement Administration not to exceed \$3,990.00; Class  
7 Representative Service Payment not to exceed \$5,000.00, and PAGA civil penalties in the  
8 amount of \$5,000.00. Defendant shall pay the employer's share of payroll taxes on the portion of  
9 the Gross Settlement Amount payable to Settlement Class Members as wages, in addition to the  
10 Gross Settlement Amount.

11 10. The Court appoints Apex Class Action Administration as the Settlement  
12 Administrator and approves payment of Settlement Administration costs, not to exceed \$3,990.00,  
13 out of the Gross Settlement Amount for services to be rendered on behalf of the Class. The  
14 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a  
15 declaration attesting to the completion of the notice process as set forth in the Settlement  
16 Agreement, including an explanation of efforts to resend any Class Notice returned undeliverable  
17 and the total number of opt-outs and objections received before and after the deadline.

18 11. The Court directs Defendant to provide the Settlement Administrator with the  
19 "Class Data" for Class Members providing the following information: name, last known mailing  
20 address, last known email address (if available), last known telephone number, social security  
21 number, and the total number of workweeks in California as a nonexempt employee during the  
22 Class Period. Defendant shall provide the "Class Data" as referenced herein to the Settlement  
23 Administrator in accordance with the procedure and deadlines set forth in the Settlement  
24 Agreement within twenty-one (21) days of this Order.

25 12. The Settlement Administrator shall use the National Change of Address database  
26 (U.S. Postal Service) to check for updated addresses for Class Members and shall then mail, via  
27 first class U.S. mail and email (if available), the Class Notice to Class Members as approved in  
28 paragraph 3 herein, in accordance with the procedure and deadlines set forth in the Settlement



1 Agreement. The Settlement Administrator shall mail the Notice within fourteen (14) days of  
2 receipt of the Class Data and Information for the Class. The deadline by which Class Members  
3 may dispute the number of workweeks, opt-out or object shall be sixty (60) days from the date of  
4 the Settlement Administrator's mailing of the Class Notice. Any Class Member who desires to be  
5 excluded from the Settlement must timely mail his or her written request for exclusion in  
6 accordance with the Class Notice. All such persons who properly and timely exclude themselves  
7 from the Settlement shall not be Class Members and shall have no rights with respect to the  
8 settlement, no interest in the settlement proceeds, and no standing to object to the proposed  
9 settlement.

10 13. The deadline for filing objections to any of the terms of the Settlement shall be  
11 sixty (60) days from the Settlement Administrator's mailing of the Class Notice. Any Class  
12 Member who wishes to object to the Settlement must either serve a written objection on the  
13 Settlement Administrator or appear at the Final Approval hearing to object. The Settlement  
14 Administrator will email a copy of any written objections to Class Counsel and counsel for  
15 Defendants. Class Counsel will file any objections with the Court. The objection should set forth,  
16 in a clear and concise manner, the factual and legal basis for the objection. Class Members who  
17 fail to object in the manner specified above still have the right to appear in Court at the Final  
18 Approval Hearing to state his or her objections. Any Class Member who fails to make his or her  
19 objection in the manner provided for in this Order shall be deemed to have waived such objection  
20 and shall forever be foreclosed from making any objection to or appeal of the fairness,  
21 reasonableness or adequacy of the Settlement as incorporated in the Settlement Agreement, or to  
22 the award of attorney fees, costs, or incentive award to class representative.

23 14. All papers filed in support of Final Approval, including supporting documents for  
24 attorney fees and costs shall be filed sixteen (16) court days before the Final Approval Hearing.

25 15. Class Counsel and Counsel for Defendant shall file any responses to any written  
26 objections submitted to the Court in accordance with the time frame set forth in the Settlement  
27 Agreement.

1           16. A Final Approval hearing shall be held with the Court on August 1, 2025, at  
2 8:30 a.m., in Department S33 of the Superior Court of California County of San  
3 Bernardino, 247 West Third Street, San Bernardino, CA 92415, to determine (1) whether the  
4 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court  
5 and (2) the amount of attorney fees and costs to award Class Counsel. The Settlement  
6 Administrator shall provide Notice of any continuance of the Final Approval hearing to any Class  
7 Members who have submitted an objection to the Settlement.

8           17. Pending the Final Approval Hearing, Plaintiff and all Class Members and anyone  
9 acting on behalf of any Class Member, until the Class Member opts out, are enjoined from:  
10 further prosecution of the Action; filing, or taking any action directly or indirectly, to commence,  
11 prosecute, pursue or participate on a class action basis any action, claim or proceeding  
12 against Defendant in any forum in which any of the claims subject to the Settlement are  
13 asserted, or which in any way would prevent any such claims from being extinguished; or  
14 seeking certification of a class action that involves any such claims

15           18. In the event the Settlement does not become effective in accordance with the terms  
16 of the Settlement, or the Settlement is not finally approved, or is terminated, cancelled or fails to  
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
18 and the Parties shall revert to their respective positions as of the commencement of the Action.  
19 The Parties will be free to assert any claim or defense that could have been asserted at the outset of  
20 the Action.

21           19. Class Counsel and Counsel for Defendant are authorized to establish other means  
22 necessary to effectuate the terms of the Settlement Agreement.

23           **IT IS SO ORDERED.**

24  
25 DATED: 6/3/28/25

  
\_\_\_\_\_  
HON. STEPHANIE TANADA  
Judge of the Superior Court

**Exhibit “A”**

## **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

Isela Aguilera *aka* Blanca Isela Aguilera (“Plaintiff”), on the one hand, and PDC, LLC, (“Defendant”), on the other hand, make this Class Action and PAGA Settlement Agreement (“Agreement”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

### **1. DEFINITIONS.**

- 1.1 “Action” means the lawsuit filed by Plaintiff alleging wage and hour violations against Defendant, entitled *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.*, Case No. CIVSB2409089 in the Superior Court of the State of California for the County of San Bernardino. The Action will be amended as detailed herein to effectuate the Agreement.
- 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” or “PAGA Employees” means all employees in the Class (i.e., non-exempt persons) employed by Defendant in the State of California at any time during the PAGA Period. No PAGA employee may opt out of being an Aggrieved Employee.
- 1.5 “Class” means all current or former non-exempt persons employed by Defendant in California during the Class Period who do not opt out of the Settlement.
- 1.6 “Class Counsel” means Shoham J. Solouki and Grant Joseph Savoy of Solouki Savoy, LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Workweeks.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods

and means including, but not limited to, the National Change of Address Database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, which the Administrator will mail to Class Members in English and Spanish in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means March 18, 2020 through the earlier of (a) January 4, 2025, or (b) the date of preliminary approval of the class settlement. Defendant may also elect to end the Class Period sooner, as set forth in Paragraph 9 below.
- 1.13 “Class Period Workweek(s)” means any week during which a Class Member worked for Defendant during the Class Period.
- 1.14 “Class Representative” means the named plaintiff in the Action, Isela Aguilera aka Blanca Isela Aguilera, who is seeking Court approval to serve as Class Representative.
- 1.15 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16 “Court” means the Superior Court of California, County of San Bernardino.
- 1.17 “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$180,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will fund the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Period Workweeks.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Period Workweeks.
- 1.25 “LWDA” means the agency entitled California Labor and Workforce Development Agency under Labor Code Section 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code Section 2699, subd. (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Administrator will pay the remainder to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. No employee may opt out of being an Aggrieved Employee, and all Aggrieved Employees shall release the claims arising under PAGA and receive their respective Individual PAGA Payments regardless of whether they opt out of the Settlement with respect to their class claims.
- 1.29 “Operative Complaint” means the First Amended Class Action Complaint filed in *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.*, Case No. CIVSB2409089.
- 1.30 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.31 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd. (a) to include claims for PAGA penalties based on the claims alleged or related to the claims in the Operative Complaint.
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties the Administrator will pay from the Gross Settlement Amount, allocated twenty-five (25%) to the Aggrieved Employees and seventy-five (75%) to LWDA in settlement of PAGA claims.
- 1.33 “PAGA Period” means March 18, 2023 to the date when the Class Period ends, as set forth in Paragraph 1.12 of this Agreement.
- 1.34 “PAGA Pay Period(s)” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Preliminary Approval” means the Court’s preliminary approval of the Settlement.
- 1.37 “Preliminary Approval Order” means the Court’s order granting Preliminary Approval and Approval of the Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released Parties” means: Defendant, and its former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant, including Team Technologies, Inc. and Protexer, Inc.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member.
- 1.42 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and will be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom the Administrator resends Notice Packets after having been returned undeliverable will have an additional fourteen (14) calendar days beyond the date the Response Deadline has expired. The Administrator will determine the timeliness of submitted Request for Exclusion Forms by valid postmark.
- 1.43 “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.

## **2. RECITALS.**

- 2.1 Plaintiff commenced the Action on March 18, 2024, against Defendant, Team Technologies, Inc. and Protexer, Inc. in the San Bernardino Superior Court.
- 2.2 In her Operative Complaint, Plaintiff alleges claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) Private Attorneys General Act. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative



Complaint, and denies any and all liability for the causes of action asserted in the Operative Complaint.

- 2.3 Pursuant to Labor Code Section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on March 19, 2024.
- 2.4 On November 5, 2024, the Parties participated in a one-day mediation presided over by Kevin Barnes, Esq., which led to resolution of the Action.
- 2.5 Plaintiff obtained statistical data regarding the Aggrieved Employees and Class Members, payroll records, time records, and employment policies and records. Plaintiff conducted a sufficient investigation to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6 The Court has not granted class certification.

### 3. **MONETARY TERMS.**

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendant agrees to pay \$180,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes on the portion of the Net Settlement Amount that is attributable to employee wage payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
  - 3.2.1 **To Plaintiff.** Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for final approval, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
  - 3.2.2 **To Class Counsel.** A Class Counsel Fees Payment of not more than one-third (33.33%) of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of

not more than \$20,000.00. Plaintiff and/or Class Counsel will file a motion for final approval, which will include a request for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose requests for these payments provided they do not exceed these amounts set forth in this section. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties will have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3 To the Administrator. An Administrator Expenses Payment not to exceed \$3,990.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$3,990.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member. An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Period Workweeks.
  - 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) allocated to the LWDA PAGA Payment and twenty-five (25%) allocated to the Individual PAGA Payments.

- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2 If the Court approves PAGA Penalties of an amount different from the amount requested, the Administrator will allocate the difference to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Administrator shall not share the Class Data with either Plaintiff or Class Counsel unless expressly approved by Defendant and Defense Counsel, or if a Class Member requests that their personal data be shared with Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted a Class Member's identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2 Funding of Gross Settlement Amount. Defendant will fully fund the Gross Settlement Amount, and fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.3 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment will not precede disbursement of Individual Class Payments and Individual PAGA Payments.
  - 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class United States Postal Service ("USPS") mail, postage prepaid. The face of each check will

prominently state the date (not less than 180 days after the date of mailing) when the check will be voided, which will be 180 days (hereinafter "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator shall send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator will promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments will not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## **5. RELEASES OF CLAIMS.**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. In addition to the claims released under Paragraphs 5.2 and 5.3 below, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to a general release of any and all claims, transactions, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to each Plaintiff's employment with

Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII of the Civil Rights Act of 1964 ("Title VII"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), PAGA, the California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release will be and remain effective in all respects, notwithstanding such different or additional facts or her discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code Section 1542, which reads:

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

- 5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any claims, wages, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint, including all claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. The release shall include all claims and factual allegations alleged in the above-referenced actions. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3 Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present spouses, representatives,



agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action, including, all claims for 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; and 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties. The release shall include all claims and factual allegations alleged in the above-referenced actions.

#### **6. AMENDMENT OF COMPLAINT AND NOTICE.**

- 6.1 Plaintiff agrees to amend the Operative Complaint to (a) state a claim for civil penalties under PAGA and (b) to dismiss Team Technologies Inc., and Protexer Inc. from the Action without prejudice. The amended complaint shall allege all factual allegations, claims, and legal theories as class and PAGA claims, consistent with the Released Claims. The amended complaint shall be pled on behalf of the Class Members and PAGA Employees. Defendant will be given the ability to review the amended complaint prior to filing.

#### **7. MOTION FOR PRELIMINARY APPROVAL.**

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's requirements, if any.

- 7.1 Plaintiff's Responsibilities. At least five (5) days before the deadline to file, Plaintiff will prepare and email to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual conflicts of interest with Class Members, and/or the Administrator; (v) a declaration from Class Counsel attesting to its competency to represent the Class Members; (vi) its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code Section 2699.3, subd. (a)), Operative Complaint (Labor Code Section 2699, subd. (l)(1)), and this Agreement (Labor Code Section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual conflict of interest with Class Members and the Administrator.
- 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

- 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator will have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation Section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator will notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Period Workweeks, and PAGA Pay Periods.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice will prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator will update Class Member addresses using the National Change of Address Database.
- 8.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator will conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The



Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 8.4.4 The deadlines for Class Members' written objections, challenges to workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
  - 8.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 8.5 Requests for Exclusion (Opt-Outs).
- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
  - 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator will accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination will be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity will be final and not appealable or otherwise susceptible to challenge.
  - 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and will not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6 Challenges to Calculation of Workweeks. Each Class Member will have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Period Workweeks and/or PAGA Pay Periods will be final and not appealable or otherwise susceptible to challenge. The Administrator will promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 8.7 Objections to Settlement.
- 8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.
- 8.7.2 Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- 8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement

Agreement and the Final Judgment. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information (not contact information) of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information (not contact information) of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), with contact information redacted.
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of workweeks. The Administrator's decision will be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff are to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration

suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8.8.7 Notice of Final Judgment. The Final Judgment will be posted on the Settlement website and the Class Notice will provide this website address to the Class.

## **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

Defendant calculated that during the Class Period, approximately 62 individuals who qualify as Class Members worked approximately 7,885 workweeks. If the number of workweeks during the Class Period exceeds 7,885 by more than ten percent (10%), the Defendant may elect to shorten the Class Period to stay within the ten percent (10%) cushion, or increase the Gross Settlement Amount proportionally (*i.e.*, if the workweeks increased by 11%, the Gross Settlement Amount would increase by 1%).

## **10. DEFENDANT'S RIGHT TO WITHDRAW.**

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement will be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

## **11. MOTION FOR FINAL APPROVAL.**

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff will provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class

Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment will not constitute a material modification to the Agreement within the meaning of this paragraph.

- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Class Members), this Agreement will be null and void. The Parties will nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel will not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **12. 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.

## **13. ADDITIONAL PROVISIONS.**

- 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties



agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.
- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph will be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4 No Publicity. Plaintiff and Class Counsel will not contact the media about the Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled. Plaintiff and their respective counsel also will not post any information about the Settlement on social media or the firm's websites.
- 13.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits will constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor will anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.
- 13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. After the final pay out of all Settlement funds, Plaintiff will destroy the Class list and all paper and electronic versions of Class Data received from Defendant.



- 13.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement will be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline will be on the first business day thereafter.
- 13.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

<b>TO PLAINTIFF:</b>	<b>TO DEFENDANT:</b>
Shoham J. Solouki Grant Joseph Savoy <b>SOLOUKI   SAVOY, LLP</b> 316 W. 2 <sup>nd</sup> Street, Suite 1200 Los Angeles, California 90012 T: (213) 814-4940 / F: (213) 814-2550	Tim L. Johnson Jesse C. Ferrantella Brett Overby <b>OGLETREE, DEAKINS, NASH, SMOAK                      &amp; STEWART, P.C.</b> 4660 La Jolla Village Dr., Suite 900 San Diego, CA 92122 T: (858) 652-3100 / F: (858) 652-3101

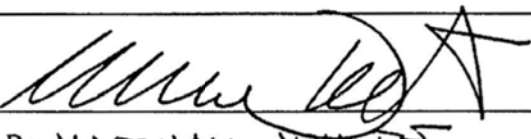
- 13.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement will be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation for the Action will be stayed, except to effectuate the terms of this Agreement. The Parties further agree, that upon the signing of this Agreement and pursuant to Code of Civil Procedure Section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure Section 583.310 for the entire period of this settlement process, beginning on the date of execution of this Agreement, plus any additional time that the Parties previously agreed to stay the action during settlement negotiations.

[Signatures of Plaintiff and Defendant on next page]

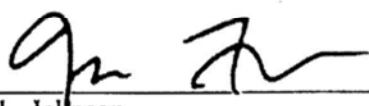
<b>PLAINTIFF ISELA AGUILERA AKA BLANCA ISELA AGUILERA</b>	
Date: 11/27/2024	<div>DocuSigned by: <i>Veronica Isela Aguilera</i> 9E88A9F7078B490...</div> <div>Isela Aguilera aka Blanca Isela Aguilera</div>
<b>DEFENDANT PDC, LLC.</b>	
Date:	
	By:
	Title:

APPROVED AS TO FORM ONLY:

<b>COUNSEL FOR PLAINTIFF AND DEFENDANT</b>	
Date: 12-4-24	<div><i>Shoham Solouki</i></div> <div>Shoham J. Solouki Grant Joseph Savoy <b>SOLOUKI SAVOY, LLP</b></div>
Date:	
	Tim L. Johnson Jesse C. Ferrantella Brett Overby <b>OGLETREE, DEAKINS, NASH, SMOAK, &amp; STEWART, P.C.</b>

<b>PLAINTIFF ISELA AGUILERA AKA BLANCA ISELA AGUILERA</b>	
Date:	
	Isela Aguilera <i>aka</i> Blanca Isela Aguilera
<b>DEFENDANT PDC, LLC.</b>	
Date:	
12/2/2024	By: MARSHALL WHITE Title: PRESIDENT/CEO

APPROVED AS TO FORM ONLY:

<b>COUNSEL FOR PLAINTIFF AND DEFENDANT</b>	
Date:	
	Shoham J. Solouki Grant Joseph Savoy <b>SOLOUKI SAVOY, LLP</b>
Date: December 5, 2024	
	Tim L. Johnson Jesse C. Ferrantella Brett Overby <b>OGLETREE, DEAKINS, NASH, SMOAK, &amp; STEWART, P.C.</b>

# **Exhibit A**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT**  
**AND HEARING DATE FOR FINAL COURT APPROVAL**

*The Superior Court of the State of California, County of San Bernardino authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. This Notice does not concern a lawsuit against you.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against PDC, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Isela Aguilera *aka* Blanca Isela Aguilera (“Plaintiff”) and seeks recovery based on Plaintiff’s alleged claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. She seeks recovery for all current or former non-exempt persons employed by Defendant in California who do not opt out of the Settlement. The Class Period in this Action is from March 18, 2020, through [Date]. Plaintiff seeks penalties under the California Private Attorney General Act (“PAGA”) for all current or former non-exempt persons employed by Defendant from March 18, 2023, through [Date].

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ADD (less withholding) and your Individual PAGA Payment is estimated to be \$ ADD**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked ADD workweeks** during the Class Period and **you worked ADD pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and Released Parties.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

**1. Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims and PAGA Period penalty claims against Defendant and Released Parties.

**2. Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant and Released Parties, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Do Not Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant and Released Parties that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement  The Opt-out Deadline is DATE</b>	<p>If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.</p>
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement  Written Objections Must be Submitted by DATE</b>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice.

<p><b>You Can Participate in the Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on DATE. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks</b></p> <p><b>Written Challenges Must be Submitted by DATE</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by DATE. See Section 4 of this Notice.</p>

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action alleges claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. Plaintiff is represented by the following attorneys in the Action: Shoham J. Solouki and Grant Joseph Savoy of Solouki Savoy, LLP ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, Plaintiff and Defendant resolved the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.



### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay \$180,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 33 1/3% of the Gross Settlement, or \$60,000.00 to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 for Plaintiff, as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiff will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$3,990.00 to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments

received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant and Released Parties.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant based on the claims resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any claims, wages, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative

Complaint, including all claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. The release shall include all claims and factual allegations alleged in the above-referenced actions. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, or workers' compensation.

10. PAGA Released Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff, the LWDA, and the State of California, will be barred from asserting PAGA claims against Defendant. The PAGA Released Claims are as follows:

All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action, including, all claims for 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; and 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties. The release shall include all claims and factual allegations alleged in the above-referenced actions.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Period Workweeks and/or PAGA Pay Periods you worked, as recorded in Defendant's records, are stated in the first page of this Notice. You have until DATE to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff are requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel and/or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

#### **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but do not have to, attend the Final Approval Hearing on DATE at TIME in ADD. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ADD LINK. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

#### **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Plaintiff and Defendant have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to call or email Class Counsel or the Administrator using the contact information listed below. You can also visit the settlement website for more information, including a copy of the Agreement, Final Judgment, and other Settlement documents. ADD LINK

#### **DO NOT TELEPHONE THE SAN BERNARDINO SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

Shoham J. Solouki  
Grant Joseph Savoy  
**SOLOUKI | SAVOY, LLP**  
316 W. 2<sup>nd</sup> Street, Suite 1200  
Los Angeles, California 90012  
T: (213) 814-4940 / F: (213) 814-2550

Settlement Administrator:

Name of Company: Apex Class Action Administration

Email Address: ADD  
Mailing Address: ADD  
Telephone: ADD  
Fax Number: ADD

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.



## **REQUEST FOR EXCLUSION FORM**

*Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.*  
San Bernardino County Superior Court  
Case No.: CIVSB2409089

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE RESPONSE DEADLINE ADDRESSED AS FOLLOWS:**

**APEX CLASS ACTION ADMINISTRATION**  
*Isela Aguilera aka Blanca Isela Aguilera, et al v. PDC, LLC, et al*  
[ADMIN ADDRESS]  
TELEPHONE:  
FAX:

**DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.*, San Bernardino County Superior Court Case No. CVR12104491. Even if I choose to exclude myself from the Settlement, I understand I cannot do so related to the PAGA portion of the Settlement and may still receive a check for these penalties.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THIS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND I WILL NOT BE ABLE TO OBJECT TO THE SETTLEMENT. HOWEVER, I WILL STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PROPOSED CLASS ACTION SETTLEMENT.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**NOTICE OF OBJECTION FORM**

***Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.***  
**San Bernardino County Superior Court**  
**Case No.: CIVSB2409089**

**You should fill out this Notice of Objection Form *only* if you wish to object to the Settlement. Please note, you cannot submit this Notice of Objection Form, if you submit a Request for Exclusion.** Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

***This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.***

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than RESPONSE DEADLINE. All information must be provided below and it must be signed. State all facts which you believe support your objection. Settlement Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to have your objection heard by the Court. You do not have to appear to have your objection heard.

<b><i>Isela Aguilera aka Blanca Isela Aguiler, et al v. PDC, LLC, et al</i></b> <b>APEX CLASS ACTION ADMINISTRATION</b> [Admin Address]
-----------------------------------------------------------------------------------------------------------------------------------------------

**Objection:**

[Please write legibly in print]

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

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

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

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

Last four digits of your Social Security Number: \_\_\_\_\_

The Reasons for the Objection: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**EXHIBIT “B”**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR FINAL COURT APPROVAL**

*The Superior Court of the State of California, County of San Bernardino authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. This Notice does not concern a lawsuit against you.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against PDC, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee Isela Aguilera *aka* Blanca Isela Aguilera (“Plaintiff”) and seeks recovery based on Plaintiff’s alleged claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. She seeks recovery for all current or former non-exempt persons employed by Defendant in California who do not opt out of the Settlement. The Class Period in this Action is from March 18, 2020, through [Date]. Plaintiff seeks penalties under the California Private Attorney General Act (“PAGA”) for all current or former non-exempt persons employed by Defendant from March 18, 2023, through [Date].

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ADD (less withholding) and your Individual PAGA Payment is estimated to be \$ ADD.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked ADD workweeks** during the Class Period and **you worked ADD pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and Released Parties.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

**1. Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims and PAGA Period penalty claims against Defendant and Released Parties.

**2. Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant and Released Parties, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Do Not Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant and Released Parties that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b> <b>The Opt-out Deadline is DATE</b>	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.  You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by DATE</b>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section 7 of this Notice.

<b>You Can Participate in the Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on DATE. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks</b>  <b>Written Challenges Must be Submitted by DATE</b>	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by DATE. See Section 4 of this Notice.

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action alleges claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. Plaintiff is represented by the following attorneys in the Action: Shoham J. Solouki and Grant Joseph Savoy of Solouki Savoy, LLP ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, Plaintiff and Defendant resolved the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay \$180,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 33 1/3% of the Gross Settlement, or \$60,000.00 to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 for Plaintiff, as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiff will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$3,990.00 to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments



received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant and Released Parties.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant based on the claims resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any claims, wages, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative

Complaint, including all claims for: 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; 10) unfair and unlawful business practices; and 11) PAGA penalties for these alleged violations. The release shall include all claims and factual allegations alleged in the above-referenced actions. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, or workers' compensation.

10. PAGA Released Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff, the LWDA, and the State of California, will be barred from asserting PAGA claims against Defendant. The PAGA Released Claims are as follows:

All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action, including, all claims for 1) failure to provide required meal periods; 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wage; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to maintain required records; 8) failure to furnish accurate itemized statements; and 9) failure to indemnify employees for necessary expenditures incurred in discharge of duties. The release shall include all claims and factual allegations alleged in the above-referenced actions.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Period Workweeks and/or PAGA Pay Periods you worked, as recorded in Defendant's records, are stated in the first page of this Notice. You have until DATE to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff are requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel and/or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

#### **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but do not have to, attend the Final Approval Hearing on DATE at TIME in ADD. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ADD LINK. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

#### **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Plaintiff and Defendant have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to call or email Class Counsel or the Administrator using the contact information listed below. You can also visit the settlement website for more information, including a copy of the Agreement, Final Judgment, and other Settlement documents. ADD LINK

#### **DO NOT TELEPHONE THE SAN BERNARDINO SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

Class Counsel:

Shoham J. Solouki  
Grant Joseph Savoy  
**SOLOUKI | SAVOY, LLP**  
316 W. 2<sup>nd</sup> Street, Suite 1200  
Los Angeles, California 90012  
T: (213) 814-4940 / F: (213) 814-2550

Settlement Administrator:

Name of Company: Apex Class Action Administration

Email Address: ADD  
Mailing Address: ADD  
Telephone: ADD  
Fax Number: ADD

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

## **REQUEST FOR EXCLUSION FORM**

*Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.*  
San Bernardino County Superior Court  
Case No.: CIVSB2409089

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE RESPONSE DEADLINE ADDRESSED AS FOLLOWS:**

**APEX CLASS ACTION ADMINISTRATION**  
*Isela Aguilera aka Blanca Isela Aguilera, et al v. PDC, LLC, et al*  
[ADMIN ADDRESS]  
TELEPHONE:  
FAX:

**DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I *do not* want to be included in the Settlement of the lawsuit entitled *Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.*, San Bernardino County Superior Court Case No. CVR12104491. Even if I choose to exclude myself from the Settlement, I understand I cannot do so related to the PAGA portion of the Settlement and may still receive a check for these penalties.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THIS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND I WILL NOT BE ABLE TO OBJECT TO THE SETTLEMENT. HOWEVER, I WILL STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PROPOSED CLASS ACTION SETTLEMENT.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**NOTICE OF OBJECTION FORM**

***Isela Aguilera aka Blanca Isela Aguilera v. PDC, LLC, Team Technologies, Inc., and Protexer Inc.***  
**San Bernardino County Superior Court**  
**Case No.: CIVSB2409089**

**You should fill out this Notice of Objection Form *only* if you wish to object to the Settlement. Please note, you cannot submit this Notice of Objection Form, if you submit a Request for Exclusion.** Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

***This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.***

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than RESPONSE DEADLINE. All information must be provided below and it must be signed. State all facts which you believe support your objection. Settlement Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to have your objection heard by the Court. You do not have to appear to have your objection heard.

<b><i>Isela Aguilera aka Blanca Isela Aguiler, et al v. PDC, LLC, et al</i></b> <b>APEX CLASS ACTION ADMINISTRATION</b> [Admin Address]
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**Objection:**

[Please write legibly in print]

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

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

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

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

Last four digits of your Social Security Number: \_\_\_\_\_

The Reasons for the Objection: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature