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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **IN AND FOR THE COUNTY OF SAN DIEGO**

25 THOMAN E. WEATHERMON III, an
26 individual, on behalf of himself and on behalf
27 of all persons similarly situated,

28 Plaintiff,

v.

PACIFIC PRODUCTION PLUMBING, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No: 37-2023-00006167-CU-OE-CTL

[Complaint Filed: February 14, 2023]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Thomas E. Weathermon III (hereinafter “Plaintiff”), an
3 individual, on behalf of himself, and on behalf of all persons similarly situated, and Defendant Pacific
4 Production Plumbing (“Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class and representative action lawsuit designated
7 *Thomas Weathermon v. Pacific Production*, San Diego County Superior Court, Case
8 No. 37-2023-00006167-CU-OE-CTL, filed February 14, 2023.
- 9 B. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share
10 of the portion of the PAGA Payment allocated to the Aggrieved Employees.
- 11 C. “Aggrieved Employees” means all current and former non-exempt employees who
12 worked for Defendant in California and paid in whole or in part on a piece rate basis
13 during the period beginning December 8, 2021, through June 7, 2025 (“PAGA
14 Period”).
- 15 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
16 Class and PAGA Action Claims and Release of Claims.
- 17 E. “Class Counsel Award” means the award of fees and expenses that the Court
18 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
19 the Class Members and the Aggrieved Employees in the Action, consisting of
20 attorneys’ fees currently not to exceed thirty-five percent (35%) of the Gross
21 Settlement Amount currently estimated to be \$285,250.00 out of \$815,000.00 plus
22 costs of up to \$30,000.00 (“Cost Award”). Attorneys’ fees will be divided between
23 Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50%
24 to Zakay Law Group, APLC). Plaintiff expressly consents to this fee division.
- 25 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq., and Sydney Castillo-
26 Johnson, Esq., of JCL Law Firm, APC; and Shani O. Zakay, Esq. of Zakay Law
27 Group, APLC.

- 1 G. “Class Data” means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include to the extent
4 practicable: each Class Member’s full name; last known address; Social Security
5 Number; start dates and end dates of employment; and information necessary to
6 accurately calculate the number of Workweeks and Pay Periods worked by each Class
7 Member during the Class Period and Aggrieved Employee during the PAGA Period.
- 8 H. “Class Period” means the period beginning February 14, 2019, through June 7, 2025.
- 9 I. “Class Representative” shall mean plaintiff Thomas E. Weathermon III.
- 10 J. “Class” or the “Class Members” means all current and former non-exempt employees
11 who worked for Defendant in California and paid in whole or in part on a piece rate
12 basis during the period beginning February 14, 2019, through June 7, 2025 (“Class
13 Period”).
- 14 K. “Court” means the Superior Court for the State of California, County of San Diego
15 currently presiding over the Action.
- 16 L. “Defendant” shall mean Pacific Production Plumbing.
- 17 M. “Effective Date” means the date of entry by the Court of an order and judgment finally
18 approving this Settlement and either (i) the applicable date for seeking appellate
19 review of the Court’s final approval order has passed without a timely appeal or
20 request for review having been made; or (ii) a California Court of Appeal or the
21 California Supreme Court has rendered a final judgment affirming the Court’s final
22 approval without material modification, and the time for any further appeal has
23 expired.
- 24 N. “Funding Date” shall mean the date by which Defendant has paid the entire Gross
25 Settlement Amount to the Settlement Administrator in accord with the terms of this
26 Agreement. Defendant will pay the Gross Settlement Amount to the Settlement
27 Administrator within sixty (60) days of the Effective Date.

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- 1 O. “Gross Settlement Amount” means Eight Hundred Fifteen Thousand Dollars and
2 Zero Cents (\$815,000.00) that Defendant must pay into the QSF in connection with
3 this Settlement, inclusive of the sum of Settlement Administration Costs, Class
4 Counsel Award, Service Award, and the PAGA Payment. Defendant’s share of
5 employer payroll taxes on any payments allocated as wages under this Settlement
6 shall be paid by Defendant in addition to the Gross Settlement Amount. No portion
7 of the Gross Settlement Amount will revert to Defendant.
- 8 P. “Individual Settlement Payments” means the amount payable from the Net Settlement
9 Amount to each Settlement Class Member and excludes any amounts distributed to
10 Aggrieved Employees pursuant to PAGA.
- 11 Q. “LWDA Payment” shall mean the seventy-five percent (75%) or Thirty Thousand
12 Dollars and Zero Cents (\$30,000.00) of the PAGA Payment that shall be paid to the
13 California Labor and Workforce Development Agency (“LWDA”).
- 14 R. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
15 Counsel Award, Service Award, Cost Award, PAGA Payment, and Settlement
16 Administration Costs.
- 17 S. “Notice Packet” means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 T. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on
21 March 28, 2023, in the San Diego Superior Court.
- 22 U. “PAGA Pay Periods” for purposes of calculating the distribution of the Aggrieved
23 Employee Payment, as defined herein, means the number of pay periods of
24 employment during the PAGA Period that each Aggrieved Employee worked in
25 California.
- 26 V. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
27 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
28 Employees during the PAGA Period.

- 1 W. "PAGA Payment" shall mean Forty Thousand Dollars and Zero Cents (\$40,000.00)
2 to be allocated from the Gross Settlement Amount, with 25% of the payment going
3 to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the
4 payment going to the Labor and Workforce Development Agency ("LWDA
5 Payment"). The amount of the PAGA Payment is subject to Court approval pursuant
6 to California Labor Code section 2699(l). Any reallocation of the Gross Settlement
7 Amount to increase the PAGA Payment will not constitute grounds by either party to
8 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 9 X. "PAGA Period" means the period beginning December 8, 2021, through June 7, 2025.
- 10 Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
13 Plaintiff or Defendant, individually.
- 14 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
15 by the total Workweeks for all Class Members.
- 16 BB. "Plaintiff" shall mean Thomas E. Weathermon III.
- 17 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained
18 by the Settlement Administrator to fund the Gross Settlement Amount.
- 19 DD. "Released Class Claims" shall mean all class claims alleged, or reasonably could have
20 been alleged based on the facts alleged, in the Operative Complaint in the Action
21 which occurred during the Class Period, and expressly excluding all of other claims,
22 including claims for vested benefits, wrongful termination, unemployment insurance,
23 disability, social security, workers' compensation, and class claims outside of the
24 Class Period.
- 25 EE. "Released PAGA Claims" shall mean any and all PAGA claims alleged in the
26 Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA, which
27 occurred during the PAGA Period, and expressly excluding all other claims, including
28 claims for vested benefits, wrongful termination, unemployment insurance, disability,

1 social security, worker's compensation, and PAGA claims outside of the PAGA
2 Period.

3 FF. "Released Parties" shall mean Defendant and any of their former and present parents,
4 subsidiaries, divisions, corporate members, and affiliated companies, and their
5 respective officers, directors, employees, partners, shareholders, agents, successors,
6 assigns, and legal representatives.

7 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
8 Administrator mails Notice Packets to Class Members and the last date on which
9 Class Members may submit requests for exclusion or objections to the Settlement.
10 Neither side shall encourage any Class Member to opt out.

11 HH. "Service Award" means an award in the amount of \$10,000, or in an amount that the
12 Court authorizes to be paid to the Class Representative, in addition to his Individual
13 Settlement Payment, and his individual Aggrieved Employee Payment, in recognition
14 of his efforts and risks in assisting with the prosecution of the Action.

15 II. "Settlement Administration Costs" shall mean the amount paid to the Settlement
16 Administrator from the Gross Settlement Amount for administering the Settlement
17 pursuant to this Agreement currently estimated not to exceed \$10,000.00.

18 JJ. "Settlement Administrator" means Apex Class Action LLC, located at Apex Class
19 Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The
20 Settlement Administrator establishes, designates, and maintains, as a QSF under
21 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into
22 which the amount of the Gross Settlement Amount is deposited for the purpose of
23 resolving the claims of Settlement Class Members. The Settlement Administrator
24 shall maintain the funds until distribution in an account(s) segregated from the assets
25 of the Parties and any person related to the Parties. Any interest accrued will be added
26 to the NSA and distributed to the Settlement Class Members except that if final
27 approval is reversed on appeal, then Defendant is entitled to prompt return of the
28 principal and all interest accrued.

1 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid request for exclusion as provided in this
3 Agreement.

4 LL. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 MM. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and
6 ending on Saturday, in which a Class Member was employed by Defendant during
7 the Class Period in California. The Settlement Administrator will calculate the
8 Workweeks based on the Class Data and will be presumed to be correct unless a
9 particular Class Member proves otherwise to the Settlement Administrator by
10 credible written evidence. All Workweek disputes will be resolved and decided by
11 the Settlement Administrator, and the Settlement Administrator's decision on all
12 Workweek disputes will be final and non-appealable.

13 **II. RECITALS**

14 A. On December 8, 2022, Plaintiff filed a Notice of Violations with the Labor and
15 Workforce Development Agency (LWDA) and served the same on Defendant.

16 B. On February 14, 2023, Plaintiff filed the Action, alleging claims for:

- 17 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
- 18 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197
19 & 1197.1;
- 20 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
- 21 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
22 226.7 & 512 and the Applicable IWC Wage Order;
- 23 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
24 226.7 & 512 and the Applicable IWC Wage Order;
- 25 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.
26 Code § 226;
- 27 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
28 202 and 203;

1 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal.
2 Lab. Code § 2802;

3 9. Retaliation in Violation of Cal. Lab. Code §§ 98.6 and 1102.5; and

4 10. Violation Of The Private Attorneys General Act in Violation of Cal. Lab.
5 Code §§ 2698 *et seq.*

6 C. On March 28, 2023, Plaintiff filed the Operative Complaint to amend the Class
7 definition to include only persons who are or previously were employed by Defendant
8 in California who were classified as non-exempt employees, including those who
9 were paid in whole or in part on a piece rate basis.

10 D. On May 15, 2025, the Parties participated in a full day mediation with mediator
11 Monique Ngo-Bonnici, Esq. The mediation concluded with a settlement after both
12 sides agreed to a Mediator’s proposal, which was subsequently memorialized in the
13 form of a Memorandum of Understanding (“MOU”).

14 E. The Class Representative believes he has claims based on alleged violations of the
15 California Labor Code, and the Industrial Welfare Commission Wage Orders. The
16 Class Representative believes that class certification is appropriate because the
17 prerequisites for class certification can be satisfied in the Action and this action is
18 manageable as a PAGA representative action.

19 F. Defendant denies any liability or wrongdoing of any kind associated with the claims
20 alleged in the Action, disputes any wages, damages, and penalties claimed by the
21 Class Representative alleged in the Action, and/or alleged in the Class
22 Representative’s Notice of Violations to the LWDA are owed, and further contends
23 that, for any purpose other than settlement, the Action is not appropriate for class or
24 representative action treatment. Defendant contends, among other things, that at all
25 times it complied with the California Labor Code and the Industrial Welfare
26 Commission Wage Orders.

27 G. The Class Representative is represented by Class Counsel. Class Counsel investigated
28 the facts relevant to the Action, including conducting an independent investigation as

1 to the allegations and reviewing documents and information exchanged through
2 formal discovery, and reviewing documents and information provided by Defendant
3 informally to prepare for mediation. Defendant produced for the purpose of settlement
4 negotiations certain employment data concerning the Class, which Class Counsel
5 reviewed and analyzed with the assistance of an expert. Based on their own
6 independent investigation and evaluation, Class Counsel are of the opinion that the
7 Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest
8 of the Class considering all known facts and circumstances, including the risks of
9 significant delay, defenses asserted by Defendant, uncertainties regarding class
10 certification, and numerous potential appellate issues. Although they deny any
11 liability, Defendant agrees to this Settlement solely to avoid the inconveniences and
12 cost of further litigation. The Parties and their counsel have agreed to settle the claims
13 on the terms set forth in this Agreement.

14 H. This Agreement replaces and supersedes the MOU and any other agreements,
15 understandings, or representations between the Parties. This Agreement represents a
16 compromise and settlement of highly disputed claims. Nothing in this Agreement is
17 intended or will be construed as an admission by Defendant that the claims in the
18 Action of Plaintiff or the Class Members have merit or that Defendant bears any
19 liability to Plaintiff or the Class or the State of California (including the LWDA) or
20 the Aggrieved Employees on those claims or any other claims, or as an admission by
21 Plaintiff that Defendant's defenses in the Action have merit. Nothing herein shall
22 affect Plaintiff's rights and recovery pursuant to the separately executed Individual
23 Settlement Agreement.

24 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
25 Settlement was arrived at through arm's-length negotiations, considering all relevant
26 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
27 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
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1 settle, compromise and discharge all disputes and claims arising from or relating to
2 the Action fully, finally, and forever.

3 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
4 for any reason the settlement does not become effective, Defendant reserves the right
5 to contest certification of any class for any reason and reserve all available defenses
6 to the claims in the Action. The Settlement, this Agreement, and the Parties'
7 willingness to settle the Action will have no bearing on and will not be admissible in
8 connection with any litigation.

9 Based on these Recitals, the Parties agree as follows:

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration and Settlement Payments by Defendant.

12 1. Settlement Consideration. In full and complete settlement of the Action, and
13 in exchange for the releases set forth below, Defendant will pay the sum of
14 Eight Hundred Fifteen Thousand Dollars Zero Cents (\$815,000.00). The
15 Gross Settlement Amount will be used to pay the Individual Settlement
16 Payments, the Service Award, Cost Award, the Class Counsel Award, PAGA
17 Payment, and the Settlement Administration Costs, as specified in this
18 Agreement. The Parties agree that this is a non-reversionary Settlement and
19 that no portion of the Gross Settlement Amount shall revert to Defendant.
20 Other than the Defendant's share of employer payroll taxes and as provided
21 in Section III.A.2 below, Defendant shall not be required to pay more than the
22 Gross Settlement Amount.

23 2. Class Size and Escalator Clause. The Parties negotiated the Settlement based
24 on data provided by Defendant showing that the Class was comprised of
25 approximately 680 individuals who collectively worked approximately
26 47,668 Workweeks during the Class Period. In regard hereto, within fourteen
27 (14) days after the court grants preliminary approval, Defendant will provide
28 the Settlement Administrator with the Class Data in order to administer the

1 Settlement, which Defendant will in good faith compile from their records. If
2 the actual number of Workweeks worked during the Class Period exceeds the
3 above number by more than 10%, Defendant shall have the option to either
4 (a) increase the Gross Settlement Amount apportioned to the class and PAGA
5 claims by the percentage increase in the number of workweeks above 10%
6 (e.g., if the number of workweeks increases by 11%, the Gross Settlement
7 Amount will increase by 1%); or (b) rolling back the end of the Class and
8 PAGA Periods to the date in which 52,435 workweeks are met.

9 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
10 into the QSF, through the Settlement Administrator on the Funding Date.
11 Within fifteen (15) days after the Funding Date, the Settlement Administrator
12 will mail checks for all Individual Settlement Payments and all Aggrieved
13 Employees Payments, the LWDA Payment, the Class Counsel Award, the
14 Settlement Administration Costs, the Service Award. However, Disbursement
15 of the Class Counsel Award and the Settlement Administration Costs shall not
16 precede disbursement of Individual Settlement Payments and Individual
17 Aggrieved Employee Payments. Any interest accrued will be added to the
18 NSA and distributed to the Settlement Class Members except that if final
19 approval is reversed on appeal, then Defendant is entitled to prompt return of
20 the principal and all interest accrued.

21 4. Defendant's Share of Payroll Taxes. Defendant's share of employer-side
22 payroll taxes is due separately and in addition to the Gross Settlement Amount
23 and shall be paid together with the Gross Settlement Amount on the Funding
24 Date.

25 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
26 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
27 release the Released Parties from the Released Class Claims.

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1 C. Release by the Plaintiff, the LWDA, the State of California, and Aggrieved
2 Employees. As of the Funding Date, in exchange for the consideration set forth in this
3 Agreement, the Plaintiff as agent and proxy of the State of California (including the
4 LWDA), the Plaintiff, the LWDA, and the State of California shall be deemed to
5 release the Released Parties from the Released PAGA Claims. As a result of this
6 release, the Aggrieved Employees shall be precluded from bringing future claims
7 against Defendant for the Released PAGA Claims.

8 D. Conditions Precedent: This Settlement will become final and effective only upon the
9 occurrence of all of the following events:

- 10 1. The Court enters an order granting preliminary approval of the Settlement;
- 11 2. The Court enters an order granting final approval of the Settlement and a Final
12 Judgment;
- 13 3. If an objector appears at the final approval hearing, the time for appeal of the
14 Final Judgment and Order Granting Final Approval of Class Action
15 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
16 any appeal from the Judgment and Order Granting Final Approval of Class
17 Action Settlement; and
- 18 4. Defendant fully funds the Gross Settlement Amount.

19 E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
20 approve this Settlement Agreement, fails to become effective, or is reversed,
21 withdrawn, or materially modified by the Court, or in any way prevents or prohibits
22 Defendant from obtaining a complete resolution of the Released Class Claims and
23 Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement
24 Amount:

- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative, or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or
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1 procedural, except as necessary to approve, interpret or enforce this
2 Settlement Agreement;

3 2. The conditional class certification (obtained for any purpose) shall be void *ab*
4 *initio* and of no force or effect, and shall not be admissible in any judicial,
5 administrative, or arbitral proceeding for any purpose or with respect to any
6 issue, substantive or procedural; and

7 3. None of the Parties to this Settlement will be deemed to have waived any
8 claims, objections, defenses, or arguments in the Action, including with
9 respect to the issue of class certification.

10 F. In the event that Defendant fails to fully fund the Gross Settlement Amount, Defendant
11 shall bear the sole responsibility for any cost to issue or reissue any curative notice to
12 the Settlement Class Members and all Settlement Administration Costs incurred to the
13 date of nullification.

14 G. Certification of the Class. The Parties stipulate to conditional class certification of the
15 Class for the Class Period for purposes of settlement only. In the event that this
16 Settlement is not approved by the Court, fails to become effective, or is reversed,
17 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
18 from obtaining a complete resolution of the Released Class Claims and Released
19 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
20 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
21 administrative or arbitral proceeding for any purpose or with respect to any issue,
22 substantive or procedural. Defendant expressly reserves its right to oppose class
23 certification in the Action or any other action should this Settlement not become
24 effective.

25 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
26 effect of the payments called for, and Plaintiff, the Class Members and/or Aggrieved
27 Employees are not relying on any statement or representation by the Parties in this
28 regard. Plaintiff, Class Members, and/or Aggrieved Employees understand and agree

1 that they will be responsible for the payment of any taxes and penalties assessed on
2 any Service Award, the Individual Settlement Payments and/or Aggrieved Employee
3 Payment described and will be solely responsible for any penalties or other obligations
4 resulting from their personal tax reporting of the Service Award, Individual Settlement
5 Payments and/or Aggrieved Employee Payment.

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

24 J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
25 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
26 Preliminary Approval and supporting papers, which shall include this Settlement
27 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least five (5)
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1 business days prior to the filing of the Motion to give Defendant an opportunity to
2 review and comment upon the Motion.

3 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
4 establishing and administering the QSF; calculating, processing and mailing payments
5 to the Class Representative, Class Counsel, LWDA, Aggrieved Employees, and Class
6 Members; printing and mailing the Notice Packets to the Class Members as directed
7 by the Court; receiving and reporting the objections and requests for exclusion;
8 calculating, deducting and remitting all legally required taxes from Individual
9 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
10 Portion and the Interest Portion of the Individual Settlement Payments and/or
11 Aggrieved Employee Payment; processing and mailing tax payments to the
12 appropriate state and federal taxing authorities; providing declaration(s) as necessary
13 in support of preliminary and/or final approval of this Settlement; and other tasks as
14 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
15 The Settlement Administrator shall keep the Parties timely apprised of the performance
16 of all Settlement Administrator responsibilities by among other things, sending a
17 weekly status report to the Parties' counsel stating the date of the mailing, the of
18 number of opt outs from the Settlement it receives (including the numbers of valid and
19 deficient), and number of objections received.

20 L. Notice Procedure.

21 1. Notice Packets.

22 a) The Notice Packet shall contain the Notice of Class and PAGA
23 Representative Action Settlement ("Class Notice") in a form
24 substantially similar to the form attached as **Exhibit A**. The Class
25 Notice shall inform Class Members and Aggrieved Employees that
26 they need not do anything in order to receive an Individual Settlement
27 Payment and/or Aggrieved Employee Payment and to keep the
28 Settlement Administrator apprised of their current mailing address, to

1 which the Individual Settlement Payments and/or Aggrieved
2 Employee Payment will be mailed following the Funding Date. The
3 Class Notice shall set forth the release to be given by all members of
4 the Class who do not request to be excluded from the Settlement Class
5 and/or Aggrieved Employees in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employee Payment, the number of
7 Workweeks worked by each Class Member during the Class Period,
8 and number of PAGA Periods worked by each Aggrieved Employee
9 during the PAGA Period, if any, and the estimated amount of their
10 Individual Settlement Payment if they do not request to be excluded
11 from the Settlement and Aggrieved Employee Payment, if any. The
12 Settlement Administrator shall use the Class Data to determine Class
13 Members' Workweeks and PAGA Pay Periods. The Class Notice will
14 also advise the Aggrieved Employees that they will be deemed to
15 release the Released PAGA Claims and will receive their share of the
16 Aggrieved Employee Payment regardless of whether they request to
17 be excluded from the Settlement.

18 b) The Notice Packet's mailing envelope shall include the following
19 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
20 ENTITLED TO PARTICIPATE IN A CLASS AND PAGA ACTION
21 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
22 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
23 NOTICE."

24 2. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
25 Settlement Administrator will perform a search based on the National Change
26 of Address Database to update and correct any known or identifiable address
27 changes. No later than fourteen (14) calendar days after preliminary approval
28 of the Settlement, the Settlement Administrator shall mail copies of the Notice

1 Packet to all Class Members via regular First-Class U.S. Mail. The Settlement
2 Administrator shall exercise its best judgment to determine the current mailing
3 address for each Class Member. The address identified by the Settlement
4 Administrator as the current mailing address shall be presumed to be the best
5 mailing address for each Class Member.

6 3. Undeliverable Notices. Any Notice Packets returned to the Settlement
7 Administrator as non-delivered on or before the Response Deadline shall be
8 re-mailed to any forwarding address provided within seven (7) days of
9 receiving the returned notice. If no forwarding address is provided, the
10 Settlement Administrator shall promptly attempt to determine a correct
11 address by lawful use of skip-tracing, or other search using the name, address
12 and/or Social Security number of the Class Member involved, and shall then
13 perform a re-mailing, if the Settlement Administrator identifies another
14 mailing address. In addition, if any Class Member who is currently employed
15 by Defendant, is returned to the Settlement Administrator, as non-delivered
16 and no forwarding address is provided, the Settlement Administrator shall
17 notify Defendant. Defendant will request that the currently employed Class
18 Member provide a corrected address and transmit to the Settlement
19 Administrator any corrected address provided by the Class Member. Class
20 Members who receive a re-mailed Notice Packet shall have their Response
21 Deadline extended fifteen (15) days from the original Response Deadline.

22 4. Disputes Regarding Individual Settlement Payments. Class Members will
23 have the opportunity, should they disagree with Defendant's records regarding
24 the start and end dates of employment, to provide documentation and/or an
25 explanation to show contrary dates. If there is a dispute, the Settlement
26 Administrator will consult with the Parties to determine whether an
27 adjustment is warranted. The Settlement Administrator shall determine the
28 eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator’s determination
2 of the eligibility for and amount of any Individual Settlement Payment shall
3 be binding upon the Class Member and the Parties.

4 5. Disputes Regarding Administration of Settlement. Any disputes not resolved
5 by the Settlement Administrator concerning the administration of the
6 Settlement will be resolved by the Court under the laws of the State of
7 California. Before any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of
9 involving the Court.

10 6. Exclusions. The Class Notice contained in the Notice Packet shall state that
11 Class Members who wish to exclude themselves from the Settlement must
12 submit a written request for exclusion by the Response Deadline. The written
13 request for exclusion must state that the Class Member wishes to exclude
14 himself or herself from the Settlement and (1) must contain the name, address,
15 and the last four digits of the Social Security number of the person requesting
16 exclusion; (2) must be signed by the Class Member; (3) must be postmarked
17 or fax stamped by the Response Deadline and returned to the Settlement
18 Administrator at the specified address or fax telephone number; and (4)
19 contain a typewritten or handwritten notice stating in substance: “I wish to
20 opt out of the settlement of the class action lawsuit entitled *Thomas E.*
21 *Weathermon III v. Pacific Production Plumbing*, currently pending in the San
22 Diego Superior Court, Case No. 37-2023-0006167-CU-OE-CTL. I
23 understand that by requesting to be excluded from the settlement, I will
24 receive no money from the Settlement described in this Notice.” The request
25 for exclusion will not be valid if it is not timely submitted, if the Class Member
26 does not sign it, or if it does not contain the name and address and last four
27 digits of the Social Security number of the Class Member. The date of the
28 postmark on the mailing envelope or fax stamp on the request for exclusion

1 shall be the exclusive means used to determine whether the request for
2 exclusion was timely submitted. Any Class Member who requests to be
3 excluded from the Settlement Class will not be entitled to an Individual
4 Settlement Payment and will not be otherwise bound by the terms of the
5 Settlement or have any right to object, appeal or comment thereon. However,
6 any Class Member that submits a timely request for exclusion that is also an
7 Aggrieved Employee will still receive his/her pro rata share of the PAGA
8 Payment, as specified below, and in consideration, will be bound by the
9 Release by the Aggrieved Employees as set forth herein. Settlement Class
10 Members shall be bound by all terms of the Settlement and any final judgment
11 entered in this Action if the Court approves the Settlement. No later than
12 fourteen (14) calendar days after the Response Deadline, the Settlement
13 Administrator shall provide counsel for the Parties with a final list of the
14 Settlement Class Members. At no time shall any of the Parties or their counsel
15 seek to solicit or otherwise encourage members of the Class to submit requests
16 for exclusion from the Settlement.

17 7. Objections. The Class Notice contained in the Notice Packet shall state that
18 Class Members who wish to object to the Settlement may submit to the
19 Settlement Administrator a written statement of objection (“Notice of
20 Objection”) by the Response Deadline. The postmark date of mailing shall be
21 deemed the exclusive means for determining that a Notice of Objection was
22 served timely. The Notice of Objection, if in writing, must be signed by the
23 Settlement Class Member and state: (1) the case name and number; (2) the
24 name of the Settlement Class Member; (3) the address of the Settlement Class
25 Member; (4) the last four digits of the Settlement Class Member’s Social
26 Security number; (5) the basis for the objection; and (6) if the Settlement Class
27 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
28 Settlement Class Members who fail to make objections in writing in the

1 manner specified above may still make their objections orally at the Final
2 Approval/Settlement Fairness Hearing with the Court's permission.
3 Settlement Class Members will have a right to appear at the Final
4 Approval/Settlement Fairness Hearing to have their objections heard by the
5 Court regardless of whether they submitted a written objection. At no time
6 shall any of the Parties or their counsel seek to solicit or otherwise encourage
7 Settlement Class Members to file or serve written objections to the Settlement
8 or appeal from the Order and Final Judgment. Class Members who submit a
9 written request for exclusion may not object to the Settlement. Class Members
10 may not object to the PAGA Payment.

11 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
12 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
13 by law within the time specified hereinabove on the Funding Date.

14 1. Calculation of Individual Settlement Payments. Individual Settlement
15 Payments shall be paid from the Net Settlement Amount and shall be paid
16 pursuant to the formula set forth herein. Using the Class Data, the Settlement
17 Administrator shall add up the total number of Workweeks for all Class
18 Members. The respective Workweeks for each Class Member will be divided
19 by the total Workweeks for all Class Members, resulting in the Payment Ratio
20 for each Class Member. Each Class Member's Payment Ratio will then be
21 multiplied by the Net Settlement Amount to calculate each Class Member's
22 estimated Individual Settlement Payment. Each Individual Settlement
23 Payment will be reduced by any legally mandated employee tax withholdings
24 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
25 Members who submit valid and timely requests for exclusion will be
26 redistributed to Settlement Class Members who do not submit valid and timely
27 requests for exclusion on a pro rata basis based on their respective Payment
28 Ratios.

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employees will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
6 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee Payment to calculate the estimated payment due to each
9 Aggrieved Employee.
- 10 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
11 Settlement Payments shall be allocated and treated as 15% wages (“Wage
12 Portion”) and 85% penalties (“Penalties and Interest Portion”). The Wage
13 Portion shall be reported on IRS Form W-2 and the Penalty and Interest
14 Portion shall be reported on IRS Form 1099.
- 15 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
16 Employee Settlement Payments shall be allocated and treated as 100%
17 penalties and shall be reported on IRS Form 1099.
- 18 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
19 Aggrieved Employee Payments made to Settlement Class Members and/or
20 Aggrieved Employees under this Settlement Agreement, as well as any other
21 payments made pursuant to this Settlement Agreement, will not be utilized to
22 calculate any additional benefits under any benefit plans to which any Class
23 Members may be eligible, including, but not limited to profit-sharing plans,
24 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
25 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention
26 that this Settlement Agreement will not affect any rights, contributions, or
27 amounts to which any Class Members and/or Aggrieved Employees may be
28 entitled under any benefit plans.

1 6. All monies received by Plaintiff and the Settlement Class Members under the
2 Settlement which are attributable to wages shall constitute income to Plaintiff
3 and such Settlement Class Members solely in the year in which Plaintiff and the
4 Settlement Class Members receive such monies. It is the intent of the Parties
5 that Individual Settlement Payments and Aggrieved Employee Payments
6 provided for in this Settlement agreement are the sole payments to be made by
7 Defendant to Plaintiff, the Settlement Class Members and/or Aggrieved
8 Employees in connection with this Settlement Agreement and that Plaintiff, the
9 Settlement Class Members and/or Aggrieved Employees are not entitled to any
10 new or additional compensation or benefits as a result of having received the
11 Individual Settlement Payments and/or their shares of the Aggrieved Employee
12 Payment.

13 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
14 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’
15 and/or Aggrieved Employees’ last known mailing address no later than fifteen
16 (15) days after the Funding Date.

17 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
18 Employees shall remain valid and negotiable for one hundred and eighty (180)
19 days from the date of their issuance. If a Settlement Class Member and/or
20 Aggrieved Employee does not cash his or her settlement check within ninety
21 (90) days, the Settlement Administrator will send a letter to such persons,
22 advising that the check will expire after the 180th day, and invite that
23 Settlement Class Member and/or Aggrieved Employees to request reissuance
24 in the event the check was destroyed, lost, or misplaced. In the event an
25 Individual Settlement Payment and/or Aggrieved Employee’s Aggrieved
26 Employee Payment check has not been cashed within one hundred and eighty
27 (180) days, all funds represented by such uncashed checks, plus any interest
28 accrued thereon, shall be paid to the Community Law Project, a Cy Pres, in

1 accordance with California Code of Civil Procedure section 384. The Parties
2 agreed that under this procedure, there is no residue as the entire Gross
3 Settlement Amount will be distributed.

4 9. Service Award. In addition to the Individual Settlement Payment as a
5 Settlement Class Member and his Aggrieved Employee Payment, Plaintiff
6 will apply to the Court for an award of up to \$10,000.00, as the Service Award.
7 Defendant will not oppose a Service Award up to \$10,000.00 for Plaintiff. The
8 Settlement Administrator shall pay the Service Award, either in the amount
9 stated herein if approved by the Court or some other amount as approved by
10 the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen
11 (15) days after the Funding Date. Any portion of the requested Service Award
12 that is not awarded to the Class Representative shall be part of the Net
13 Settlement Amount and shall be distributed to Settlement Class Members as
14 provided in this Agreement. The Settlement Administrator shall issue an IRS
15 Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be
16 solely and legally responsible to pay any and all applicable taxes on his
17 Service Award and shall hold harmless the Released Parties from any claim
18 or liability for taxes, penalties, or interest arising as a result of the Service
19 Award. Approval of this Settlement shall not be conditioned on Court
20 approval of the requested amount of the Service Award. If the Court reduces
21 or does not approve the requested Service Award, Plaintiff shall not have the
22 right to revoke the Settlement, and it will remain binding.

23 10. Class Counsel Award. Defendant understands, and will not oppose, a motion
24 for attorneys' fees not to exceed thirty-five percent (35%) of the Gross
25 Settlement Amount currently estimated to be Two Hundred Eighty-Five
26 Thousand Two Hundred Fifty Dollars and Zero Cents (\$285,250.00) **and**
27 attorneys' expenses supported by declaration not to exceed Thirty Thousand
28 Dollars and Zero Cents (\$30,000.00). Any awarded Class Counsel Award

1 shall be paid from the Gross Settlement Amount. Any portion of the requested
2 attorneys' fees and/or attorneys' expenses that are not awarded to Class
3 Counsel shall be part of the Net Settlement Amount and shall be distributed
4 to Settlement Class Members as provided in this Agreement. The Settlement
5 Administrator shall allocate and pay the attorneys' fees to Class Counsel from
6 the Gross Settlement Amount no later than fifteen (15) days after the Funding
7 Date. Class Counsel shall be solely and legally responsible to pay all
8 applicable taxes on the payment made pursuant to this paragraph. The
9 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
10 Counsel for the payments made pursuant to this paragraph. If the Court
11 reduces or does not approve the requested attorneys' fees, Plaintiff and Class
12 Counsel shall not have the right to revoke the Settlement, or to appeal such
13 order, and the Settlement will remain binding.

14 11. PAGA Payment. Forty Thousand Dollars and Zero Cents (\$40,000.00) shall
15 be allocated from the Gross Settlement Amount for settlement of claims for
16 civil penalties under the Private Attorneys General Act of 2004 ("PAGA
17 Payment"). The Settlement Administrator shall pay seventy-five percent
18 (75%) of the PAGA Payment (\$30,000.00) to the California Labor and
19 Workforce Development Agency (hereinafter "LWDA Payment") no later
20 than fifteen (15) days after the Funding Date. Twenty-five percent (25%) of
21 the PAGA Payment (\$10,000.00) will be distributed to the Aggrieved
22 Employees as described in this Agreement (hereinafter "Aggrieved Employee
23 Payment"). For purposes of distributing the PAGA Payment to the Aggrieved
24 Employees, each Aggrieved Employee shall receive their pro-rata share of the
25 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
26 above.

27 12. Settlement Administration Costs. The Settlement Administrator shall be paid
28 for the costs of administration of the Settlement from the Gross Settlement

1 Amount. The estimate of the Settlement Administration Costs is \$10,000.00.
2 The Settlement Administrator shall be paid the Settlement Administration
3 Costs no later than fifteen (15) days after the Funding Date.

4 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
5 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
6 twenty-eight (28) days following the expiration of the Response Deadline, which
7 motion shall request final approval of the Settlement and a determination of the
8 amounts payable for the Service Award, the Class Counsel Award, the PAGA
9 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant
10 with a draft of the Motion at least five (5) business days prior to the filing of the
11 Motion to give Defendant an opportunity to propose changes or additions to the
12 Motion.

13 1. Declaration by Settlement Administrator. No later than five (5) days after the
14 Response Deadline, the Settlement Administrator shall submit a declaration
15 in support of Plaintiff's motion for final approval of this Settlement detailing
16 the number of Notice Packets mailed and re-mailed to Class Members, the
17 number of undeliverable Notice Packets, the number of timely requests for
18 exclusion, the full names of any Class Members who opt out of the Settlement,
19 the number of objections received, the amount of the average, lowest, and
20 highest Individual Settlement Payments, the amount of the average, lowest,
21 and highest Aggrieved Employee Payments, the Settlement Administration
22 Costs, and any other information as the Parties mutually agree or the Court
23 orders the Settlement Administrator to provide.

24 2. Final Approval Order and Judgment. Class Counsel shall present an Order
25 Granting Final Approval of Class Action Settlement to the Court for its
26 approval, and Judgment thereon, at the time Class Counsel files the Motion
27 for Final Approval.
28

- 1 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment at least five (5) business days in advance of filing with the
5 Court. The Parties and their counsel will cooperate with each other and use their best
6 efforts to affect the Court’s approval of the Motions for Preliminary and Final
7 Approval of the Settlement, and entry of Judgment.
- 8 P. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 R. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 S. Plaintiff’s Individual Claims. In addition to this Agreement and the claims he is
16 releasing hereby, Plaintiff is entering into a separate Individual Settlement Agreement,
17 which shall provide for a separate individual payment, and which shall provide for an
18 additional broad release, including a waiver of Civil Code Section 1542. That release,
19 waiver and discharge of all claims shall include, but will not be limited to, any and all
20 claims arising out of the Action, as well as additional claims described in the individual
21 settlement agreement, which are separate and different from the claims alleged in the
22 Action. The Parties acknowledge such approval of this Agreement may require
23 disclosure of the Individual Settlement, and consent to same for that limited purpose.
- 24 T. Entire Agreement. Except with respect to Plaintiff’s individual settlement agreement,
25 described in paragraph “S” immediately above, this Agreement and any attached
26 Exhibit constitute the entire Agreement among these Parties, and no oral or written
27 representations, warranties or inducements have been made to any Party concerning
28

1 this Agreement or its Exhibit other than the representations, warranties and covenants
2 contained and memorialized in this Agreement and its Exhibit.

3 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate
5 this Agreement and to take all appropriate actions required or permitted to be taken by
6 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
7 documents required to effectuate the terms of this Agreement. The persons signing
8 this Agreement on behalf of Defendant represents and warrants that he/she is
9 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
10 warrants that he is authorized to sign this Agreement and that he has not assigned any
11 claim, or part of a claim, covered by this Settlement to a third-party.

12 V. No Public Comment: The Parties and their counsel agree that they will not issue any
13 press releases, initiate any contact with the press, respond to any press inquiry, or have
14 any communication with the press about the fact, amount, or terms of the Settlement
15 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
16 of its terms for any marketing or promotional purposes. Nothing herein will restrict
17 Class Counsel from including publicly available information regarding this settlement
18 in future judicial submissions regarding Class Counsel's qualifications and experience.
19 Further, Class Counsel will not include, reference, or use the Settlement Agreement
20 for any marketing or promotional purposes, either before or after the Motion for
21 Preliminary Approval is filed.

22 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
23 to the benefit of, the successors or assigns of the Parties, as previously defined.

24 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
25 shall be governed by and interpreted according to the laws of the State of California.

26 Y. Counterparts. This Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same
28

1 instrument provided that counsel for the Parties to this Agreement shall exchange
2 among themselves copies or originals of the signed counterparts.

3 Z. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
4 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
5 Settlement after extensive arms-length negotiations, considering all relevant factors,
6 present and potential.

7 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
8 respect to the interpretation, implementation, and enforcement of the terms of this
9 Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing and enforcing the settlement and all orders and judgments
12 entered in connection with this Agreement.

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

17 CC. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
18 and settled separately by an individual settlement agreement between the Parties
19 described in paragraph "S" above, Plaintiff and Class Counsel represent that they do
20 not currently intend to pursue any claims against the Released Parties, including, but
21 not limited to, any and all claims relating to or arising from Plaintiff's employment
22 with Defendant, regardless of whether Class Counsel is currently aware of any facts or
23 legal theories upon which any claims or causes of action could be brought against
24 Released Parties, including those facts or legal theories alleged in the Operative
25 Complaint in this Action. The Parties further acknowledge, understand, and agree that
26 this representation is essential to the Agreement and that this Agreement would not
27 have been entered into were it not for this representation.

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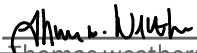
DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 09/18/2025



Thomas weathermon (Sep 18, 2025 18:03:26 PDT)

4 THOMAS E. WEATHERMON III

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

8 DATED: _____

Defendant Pacific Production Plumbing


Printed Name

Title

14 IT IS SO AGREED AS TO FORM BY COUNSEL:

16 DATED: September 19, 2025


JCL LAW FIRM, A.P.C.

17 By: 

18 Jean-Claude Lapuyade, Esq.
19 Attorneys for Plaintiff and the Settlement Class
20 Members

22 DATED: September 19, 2025

ZAKAY LAW GROUP, APLC

23 By: 

24 Shani O. Zakay, Esq.
25 Attorneys for Plaintiff and the Settlement Class
26 Members

27 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: _____

3

4 THOMAS E. WEATHERMON III

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6

7

8 DATED: 09/04/2025

Wesley Whitt
Wesley Whitt (Sep 4, 2025 10:26:59 PDT)

9

Defendant Pacific Production Plumbing

10

Wesley Whitt

11

Printed Name

12

President

13

Title

14 IT IS SO AGREED AS TO FORM BY COUNSEL:

15

16 DATED: _____

JCL LAW FIRM, A.P.C.

17

By: _____

18

Jean-Claude Lapuyade, Esq.

19

Attorneys for Plaintiff and the Settlement Class
Members

20

21

22 DATED: _____

ZAKAY LAW GROUP, APLC

23

By: _____

24

Shani O. Zakay, Esq.

25

Attorneys for Plaintiff and the Settlement Class
Members

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DATED: October 21, 2025

TENCERSHERMAN, LLP

By: *Jessica Mulvaney*

Jessica L. Mulvaney, Esq.
Attorneys for Defendant

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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Thomas E. Weathermon III v. Pacific Production Plumbing, San Diego County Superior Court Case No. 37-2023-00006167-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything. You will receive compensation but lose rights to sue separately.</p> <p>If you do nothing, you will be considered a Settlement Class Member and will receive a proportionate share of the Settlement. You will be bound by the terms of the Settlement and also give up any rights to pursue a separate legal action against Defendant and/or any of the Released Parties, as defined below, for the same or similar legal claims as those alleged in this lawsuit, as detailed in the Released Class Claims and Released PAGA Claims in Section 4 below.</p>
Exclude Yourself	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below.</p> <p>If you request exclusion from the Class and Settlement, you will not be a member of the Settlement Class, you will receive no money from the Settlement, and you will not be able to make an objection to the Settlement, whether in writing, orally, by appeal or otherwise. However, you will retain the right to file a separate legal action. Please be aware that there are time limits for you to file a separate legal action.</p> <p>As discussed in Section 7, below, please also be aware that one of the claims in the Action is a claim for civil penalties under the Private Attorneys General Act (“PAGA”). If the Court approves this Settlement and you are an Aggrieved Employee, as defined below, you may not opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, you will still receive your Aggrieved Employee Payment, and you will not be permitted to assert PAGA claims as an agent and proxy of the State of California against Defendant and the Released Parties based on the facts alleged in this Action, even if you ask to be excluded from the Settlement.</p>
Object	<p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>If you believe the Settlement is unfair or you do not agree with the Settlement in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator as explained below. You must remain a member of the Settlement Class to object to the Settlement. This means you cannot object to the Settlement if you also are asking to opt-out of the Settlement.</p>

A proposed class action settlement (the “Settlement”) of this lawsuit (the “Action”) pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Thomas E. Weathermon III (“Plaintiff”) and Defendant Pacific Production Plumbing (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees who worked for Defendant in California and paid in whole or in part on a piece rate basis during the period beginning February 14, 2019, through June 7, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On December 8, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* (“PAGA”).

On February 14, 2023, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2023-00006167-CU-OE-CTL (“Action”), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (9) Retaliation in Violation of Cal. Lab. Code §§ 98.6 and 1102.5; and (10) Violation Of The Private Attorneys General Act in Violation of Cal. Lab. Code §§ 2698 *et seq.* On March 28, 2023, Plaintiff filed the Operative Complaint to amend the Class definition to include only persons who are or previously were employed by Defendant in California who were classified as non-exempt employees, including those who were paid in whole or in part on a piece rate basis.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the law, including the California Unfair Competition law, the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 15, 2025, the Parties participated in a full day mediation with mediator Monique Ngo-Bonnici. At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, and Zakay Law Group, APLC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$815,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After Judgment becomes Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Settlement Payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing Individual Settlement Payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than thirty-five percent (35%) of the Gross Settlement Amount (currently \$285,250.00) and actually incurred litigation expenses of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been advancing all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$40,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$30,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$10,000.00 will be distributed to Aggrieved Employees as the Aggrieved Employee Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in California and paid in whole

or in part on a piece rate basis during the period beginning December 8, 2021, through June 7, 2025 (“PAGA Period”).

If the Court approves the Settlement, unless you opt out, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen percent (15%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-five percent (85%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. As of the Effective Date and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside the Class Period

Released PAGA Claims. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, Defendant shall be entitled to a release from Plaintiff and the State of California for all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff’s PAGA Notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA Claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (February 14, 2019, through June 7, 2025).

Based on this information, your estimated Individual Settlement Payment is << _____ >>.

Defendant's records reflect that you have << ____ >> Pay Periods worked during the PAGA Period (December 8, 2021, through June 7, 2025).

Based on this information, your estimated Aggrieved Employee Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Please be aware that there will be a time limit to bring your claims in a separate action, which may expire if the action is not filed within that time limit. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Thomas E. Weathermon III v. Pacific Production Plumbing*, currently pending in Superior Court of San Diego, Case No. 37-2023-00006167-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Thomas E. Weathermon III v. Pacific Production Plumbing, San Diego County Superior Court, Case No. 37-2023-00006167-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
Sydney Castillo-Johnson, Esq.
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Counsel for Defendant:

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TencerSherman, LLP
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jessica@tencersherman.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Diego County Superior Court, Department C-74, located at 330 West Broadway, San Diego, CA 92101 before Judge Blaine K. Bowman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Thomas E. Weathermon III v. Pacific Production Plumbing, San Diego County Superior Court, Case No. 37-2023-00006167-CU-OE-CTL***, Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 c/o Apex Class Action LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be paid to the Community Law Project, a Cy Pres, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.