

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to final approval by the court, this Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho on behalf of themselves and the Class (“Plaintiffs”) and Defendants LaBella’s Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.” This Agreement is intended to settle the lawsuit captioned *Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho v. LaBella’s Pool Service & Supplies, Inc., Paul LaBella, Marc LaBella, and DOES 1-50 inclusive* (22CV015731).

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- 1. Administration Costs:** The costs incurred by the Settlement Administrator, Apex Class Action Administration, to administer this Settlement, which shall not exceed \$4,190. All Administration Costs shall be paid from the Gross Settlement Mount. If the actual administration costs are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 2. Agreement, Settlement Agreement, Joint Stipulation, or Settlement:** The settlement agreement in this document, titled “Joint Stipulation of Class Action and PAGA Settlement Agreement.”
- 3. Aggrieved Employees:** All Class Members who worked for Defendants LaBella’s Pool Service & Supplies as non-exempt hourly employees, servicing pools in the State of California at any time from August 15, 2021 until December 18, 2025 (the preliminary approval hearing date).
- 4. Attorneys’ Fee Award:** The amount of attorneys’ fees approved by the Court and awarded to Class Counsel. This amount shall not exceed thirty percent (30%) of the Gross Settlement Amount. (\$96,600). The Attorneys’ Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 5. Class:** all current and former employees of LaBella’s Pool Service & Supplies, Inc. in California who worked as non-exempt hourly employees, servicing pools in the State of California during the Class Period.
- 6. Class Counsel:** Cristina Molteni of Molteni Employment Law.
- 7. Class Data:** The electronic database Defendants shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the dates of employment during the Class Period. The Class Data shall be based on Defendants’ payroll, personnel, and other business records.

- 8. Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above. A list of Class Members and their dates of employment is attached hereto as **Exhibit A**. The number of Class Members is a material term to this Agreement. For that reason, if further information reveals that the number of Class Members exceeds 114 by more than fifteen percent (15%), the Total Settlement Amount will increase pro rata per additional Class Member.
- 9. Class Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- 10. Class Period:** August 8, 2018 to December 18, 2025 (preliminary approval hearing).
- 11. Class Representatives:** Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho.
- 12. Class Representative Service Payments:** The amount the Court awards to the Class Representatives, Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho, which will not exceed \$5,000 each. These payments, all be paid from the Gross Settlement Amount, are being offered in consideration for Plaintiffs executing a general release of claims against Defendants, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the Plaintiffs' actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiffs put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 13. Cost Award:** The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$25,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
- 14. Counsel for LaBella's Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella:** Kevin E. Gilbert and Nicholas D. Fine of Orbach Huff & Henderson LLP.
- 15. Court:** Superior Court of California for the County of Alameda.
- 16. Defendants:** LaBella's Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella.
- 17. Disbursement of the Settlement:** Within ten (10) calendar days after the Settlement Administrator's receipt of the total Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorneys' Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Service Payments paid to the Class Representatives, as approved by the Court; (5)

the Administration Costs, as approved by the Court, and (6) the LWDA Payment to the LWDA.

- 18. Effective Final Settlement Date:** The effective date of this settlement will be the later of the time when either: (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) the date the Court enters an order on final approval of the settlement, if there are no objections.
- 19. Employer Taxes:** Defendants' portion of payroll taxes as the Class Members' current or former employer including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendants will pay their portion of payroll taxes separate and apart from the Gross Settlement Amount.
- 20. Final Judgment or Final Approval:** The final order entered by the Court approving this Agreement.
- 21. Funding of the Settlement:** Defendants shall wire or otherwise provide to the Settlement Administrator a good faith deposit of \$22,000 no later than fifteen (15) days after preliminary approval. Defendants shall wire or otherwise provide to the Settlement Administrator the remainder of the Gross Settlement Amount of \$300,000 and all employer payroll taxes owed on the wage portion of the Individual Class Payments no later than thirty (30) days after the Effective Final Settlement Date. Should the settlement not be finalized for any reason beyond the control of the Parties or that cannot be resolved through court intervention, any and all funds paid by Defendants shall be reimbursed in full to Defendants, less any expenses reasonably incurred by the Settlement Administrator prior to the date the Parties receive notice of such event, no later than 30 days after receipt of notice of such non-settlement.
- 22. Gross Settlement Amount or "GSA":** The total value of the settlement is a non-reversionary \$322,000. This is the gross amount Defendants can be required to pay under this Settlement Agreement, with the exception of their obligation to pay Employer Taxes, or unless there are more than 125 Class Members, as stated above. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys' Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Service Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. Defendants' portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- 23. Individual Class Settlement Share(s):** The portion of the Net Settlement amount that each Participating Class Member will receive under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form.
- 24. Individual PAGA Settlement Share(s):** Settlement Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks

they worked in California while employed by Defendants during the Class Period.

- 25. LWDA:** California Labor and Workforce Development Agency (“LWDA”). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., and has delegated such authority to Plaintiffs with regard to the claim in this Action through the procedural mechanisms provided for by statute.
- 26. LWDA Payment:** Refers to the Seventy-five percent (75%) of the PAGA Payment of \$12,075 that is to be paid to the LWDA as described in this Settlement (i.e., \$16,100).
- 27. Net PAGA Settlement Amount or “NPSA”:** The total amount of money for payout to Aggrieved Employees, which is the PAGA Payment less the LWDA Payment (i.e., \$4,025).
- 28. Net Settlement Amount or “NSA”:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys’ Fee Award, Cost Award, Class Representative Service Payments, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee’s tax liability for the portion of the settlement shares allocated as wages.
- 29. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 et seq.).
- 30. PAGA Data:** The electronic database Defendants shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) dates of employment, so the Settlement Administrator will calculate the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee. The PAGA Data shall be based on Defendants’ payroll, personnel, and other business records.
- 31. PAGA Payment:** Refers to the \$16,100 the Parties have agreed to settle the PAGA claims, which equals to 5% of the Gross Settlement Amount. 75% of this amount, or \$12,075, shall be paid to the LWDA. The remaining 25% of the \$16,100, or \$4,025, shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.
- 32. PAGA Period:** August 15, 2021 to December 18, 2025 (preliminary approval hearing).
- 33. PAGA Settlement:** Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Share payment.
- 34. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- 35. Parties:** Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho

as individuals and as Class Representatives, and Defendants LaBella's Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella.

- 36. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the Class Settlement.
- 37. Released Class Claims:** All Participating Class Members will release and discharge the Released Parties from any and all claims pled in the operative complaint, or claims that could have been alleged, based on the factual allegations stated in the Operative Complaint. The Released Claims shall be for the Class Period.
- 38. Released PAGA Claims:** Plaintiffs, on behalf of the LWDA, shall release Defendants and the Released Parties from any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 set forth in the operative PAGA Notice to the LWDA provided on August 15, 2022. This Release includes all theories brought in the PAGA Notice to the LWDA giving rise to a claim for civil penalties arising under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802, as well as the corresponding sections of the applicable Wage Order. The PAGA Released Claims shall be for the PAGA Period.
- 39. Released Parties:** Defendants and their past or present officers, directors, employees and agents which could be jointly liable with Defendants for the claims alleged.
- 40. Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Class Notices.
- 41. Settlement Administration:** The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.
- 42. Settlement Administrator:** The third-party administrator agreed upon by Parties to administer this Settlement is Apex Class Action Administration.

II. RECITALS

- 43.** On August 8, 2022, Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho filed a class action and PAGA complaint in Alameda County Superior Court against LaBella's Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella asserting the following causes of action: (1) failure to pay overtime and double time wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay earned wages upon discharge; (5) failure to provide accurate wage statements; (6) failure to reimburse for business expenses; and (7) unlawful business practices. This case was designated with Case Number 22CV015731.
- 44.** Plaintiffs Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho submitted

their Notice of Labor Code Violations to the LWDA on August 15, 2022.

45. On November 18, 2022, Plaintiffs filed a First Amended Complaint alleging causes of action against LaBella's Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella for (1) failure to pay for all hours worked; (2) failure to pay overtime and double time wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay earned wages upon discharge; (6) failure to provide accurate wage statements; (7) failure to reimburse for business expenses; (7) Private Attorneys General Act ("PAGA") penalties; and (8) unlawful business practices. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") LaBella's Pool Service & Supplies, Inc., Paul LaBella, and Marc LaBella deny 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 alleged.
46. The Parties attended a mediation with Lynne Bassis, Esq. on April 5, 2023, but the case did not resolve at that time.
47. On April 3, 2024, the Court granted Plaintiffs' motion for class certification and certified the following classes: (1) miscalculation claim: all current and former employees of LaBella's Pool Service & Supplies, Inc., who worked as non-exempt hourly employees, servicing pools in the State of California at any time between August 8, 2018 and December 31, 2021 and its derivative wage statement, waiting time, and UCL claims from August 8, 2018 to December 31, 2021; (2) meal and rest period claims: all current and former employees of LaBella's Pool Service & Supplies, Inc., who worked as non-exempt hourly employees, servicing pools in the State of California at any time between August 8, 2018 and present ; and (3) reimbursement claim: all current and former employees of LaBella's Pool Service & Supplies, Inc., who worked as non-exempt hourly employees, servicing pools in the State of California at any time between August 8, 2018 and present and its derivative wage statement, waiting time, and UCL claims from August 8, 2018 to present.
48. Prior to mediation and class certification, Plaintiffs served written discovery, took the depositions of Defendant Marc LaBella, PMK, and office employee, and Defendants produced documents relating to the challenged class-wide policies, along with time and payroll records for Class Members and Aggrieved Employees. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
49. The parties participated in three mandatory settlement conferences ("MSC") presided by Hon. James Reilly, on July 29, 2024, October 9, 2024, and June 5, 2025. At the last MSC, the parties were able to reach a settlement in principle.
50. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
51. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement

negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the settlement set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, as it provides a definite, present sum of money.

52. Defendants' Reasons for Settlement. Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the Released Claims.

53. Defendants' Denial of Wrongdoing. Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the actions are not appropriate for class or representative treatment. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendants.

54. Plaintiffs' Claims. Plaintiffs assert that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the actions. However, in the event that this settlement is finally approved by the Court, the Plaintiffs, Participating Class Members, and Class Counsel will not oppose Defendants' efforts to use this Settlement Agreement to prove that Plaintiffs and Participating Class Members have resolved and are forever barred from relitigating the claims released under this Settlement Agreement.

III. SETTLEMENT TERMS AND CONDITIONS

55. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, that Defendants are obligated to pay under this Settlement Agreement is \$322,000. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys' Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Service Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendants' portion of payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

56. Individual Class Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

56.1. Calculation.

1. Individual Class Settlement Share Calculation. Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period. The formula for distribution to Participating Class Members, which mirrors the class certification order, shall be calculated as follows:

- **Miscalculation Subclass and Derivative Claims (Wage Statement, Waiting Time, and UCL) (08/08/18 to 11/11/22):** Each workweek worked during this period will be assigned a value of 1x per workweek.
- **Meal and Rest Period Subclass and Derivative Claims (08/08/18 to MSC Date: 06/05/25):** Each workweek worked during this period will be assigned a value of 0.1x per workweek.
- **Reimbursement Claim and Derivative Claims (Wage Statement, Waiting Time, and UCL) (08/08/18 to 11/29/22):** Each workweek worked during this period (ending when iPads were distributed on 11/29/22) will be assigned a value of 0.25x per workweek.

Defendants shall provide the Settlement Administrator with the dates of employment for each Class Member during the Class Period. The Settlement Administrator shall calculate the number of workweeks each Class Member worked during each applicable claim period based on their dates of employment. The Settlement Administrator shall then calculate each Class member's total weighted workweeks by multiplying their workweeks in each period by the applicable multiplier and summing the results. The Settlement Administrator shall then divide the Net Settlement Amount by the total weighted workweeks for all Class Members, resulting in the base Workweek Value. Each Participating Class Member's settlement share shall be calculated by multiplying their total weighted workweeks by the Workweek Value.

2. Tax Withholdings. Each Class Member's Individual Settlement Share will be apportioned as follows: 1/3 wages, 1/3 penalties, and 1/3 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member's Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

57. Individual PAGA Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

57.1. Calculation.

1. Individual PAGA Settlement Share Calculation. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount based on the number of pay periods they worked in California while employed by Defendants during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendants shall provide the Settlement Administrator with Class Members' dates of employment. The Settlement Administrator will calculate the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

2. Tax Withholdings. Each Aggrieved Employee's Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

58. Constituents of Gross Settlement Amount Disbursement. Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

58.1. To the Named Plaintiffs: In addition to their Individual Settlement Shares, and subject to the Court's approval, the named Plaintiffs, Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho, will receive up to \$5,000 each in consideration for providing Defendants a General Release, a release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Service Payments out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Service Payments. An IRS Form 1099 will be issued to Plaintiffs with respect to their Class Representative Service Payments. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount.

58.2. To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed thirty percent (30%) of the GSA (\$96,600) and a Cost Award not to exceed \$25,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys' Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys' Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys' Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys' Fee Award and/or Cost Award, the Settlement

Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys' Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members. Defendants will not oppose requests for these payments, provided that they do not exceed these amounts

58.3. To the Responsible Tax Authorities. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of normal payroll withholding taxes to the appropriate taxing authorities.

58.4. To the Settlement Administrator. The Settlement Administrator - Apex Class Action Administration- will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$4,190. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

58.5. To the LWDA and Aggrieved Employees. The Settlement Administrator will pay \$12,075 of the PAGA Payment to the LWDA. This is 75% of the \$16,100 allocated to satisfy the PAGA penalties claim. The remaining 25% of the PAGA Payment (which equates to \$4,025) shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.

58.6. To Participating Class Members. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Gross Settlement Amount.

59. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Apex Class Action Administration shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to Class Members and Aggrieved Employees; performing skip traces and re-mailing notices to Class Members and Aggrieved Employees; calling Class Members and Aggrieved Employees with undeliverable notices to obtain accurate addresses; establishing and maintaining a website to post documents and information of interest to Class Members; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been

received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and re-mailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys' Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; and for such other tasks as outlined in this Agreement or upon which the Parties mutually agree. The Parties each represent that they do not have any financial interest in Apex Class Action Administration or otherwise have a relationship with Apex Class Action Administration that could create a conflict of interest.

60. Procedure for Approving Settlement.

60.1. Cooperation. All Parties and their counsel shall support the settlement and take such steps as are reasonably necessary to effectuate the settlement.

60.2. Motion for Preliminary Approval.

1. Plaintiffs will move for an order: (1) granting Preliminary Approval of the Settlement; (2) setting a date for the Final Approval hearing; and (3) approving the Class Notice.

2. No later than two (2) days before the filing of Plaintiffs' Motion for Preliminary Approval, Defendants will prepare and deliver to Class Counsel signed declarations from each Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Settlement Administrator or cy pres recipients. In their declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

3. At the same time that Plaintiffs file their Motion for Preliminary Approval, Plaintiffs shall send a copy of the Settlement Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

4. At the Preliminary Approval hearing, Class Counsel will appear, support the granting of the motion, and submit a proposed order granting Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

5. Effect of Denial of Preliminary Approval. Should the Court decline to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys' Fee Award, Cost Award, Administration Costs, and Class Representative Service Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness,

reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys' Fee Award, Cost Award, Administration Costs, and Class Representative Service Payments shall not operate to terminate or cancel this Settlement Agreement so long as the total amount of any and all financial obligations of Defendants does not exceed the Gross Settlement Amount plus Defendants' share of payroll taxes. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Service Payments.

60.3. Notice to Class Members and Aggrieved Employees. After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

1. Delivery of Class and PAGA Data. Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

2. Preparation of Class Notices. Based on the information in the Class and PAGA Data and the formulae set forth herein, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will be in English and Spanish and they will inform each Class Member of his/her right to do nothing, dispute the number of workweeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

3. Mailing of Class Notices. Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendants and the results of the search of the National Change of Address Database on all Class Members and Aggrieved Employees.

4. Text Messages. Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will send a text message to the phone numbers (to the

extent a phone number is available) for every Class Member and Aggrieved Employee with the following message in English and Spanish: “If you were employed by LaBella’s Pool Service & Supplies, Inc. as an hourly employee servicing pools in California between 8/8/18 and 12/18/25, you may be eligible to receive a settlement check in the mail. Please call [toll free number] or go to [website link] for additional information.”

5. Returned Notices. If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.

6. Weekly Status Reports. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants’ Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

7. Settlement Administrator’s Declaration. No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

60.4. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

1. Format. Any Objections shall state: (a) the objecting person’s full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

2. Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

60.5. Request for Exclusion from the Settlement (“Opt-Out”). The Class Notice will provide that Class Members who wish to exclude themselves from the settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

1. Effect of “Opt-Out.” Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

2. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

3. Report. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

60.6. Class Member and Aggrieved Employee Disputes. If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of workweeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should

produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendants during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendants. Defendants shall review its records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendants' records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

60.7. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the settlement, or appeal from the Judgment.

60.8. Defendants' Right to Withdraw. Defendants shall have the right to withdraw from the Settlement if they are unable, through reasonable efforts, to obtain reasonable financing to fund this settlement. If the number of valid requests for exclusion identified in the exclusion list exceeds five Class Members with more than five percent (5%) of the total workweeks, Defendants may, but are not obligated, elect to withdraw from the Settlement. Defendants must notify Class Counsel and the Court of their election to withdraw not later than twenty-one (21) days after the Administrator sends the final Exclusion List to the parties. Defendants' late elections will have no effect. The Parties agree that, if Defendants withdraw, the Settlement shall 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, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point.

60.9. Motion for Final Approval.

1. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys' Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Service Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

2. **Denial or Appeal of Final Approval.** If the Court does not grant Final Approval of the settlement, or if the Court's Final Approval of the settlement is reversed or materially modified on appellate review, then this settlement will become null and void. If that occurs, the Parties will have no further obligations under the settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. An award by the Court of a lesser

amount than sought by Plaintiffs and Class Counsel for the Class Representative Service Payments, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

3. Proposed Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

60.10. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

60.11. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

60.12. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

1. Funding the Settlement: Defendants shall wire or otherwise provide to the Settlement Administrator a good faith deposit of \$22,000 no later than fifteen (15) days after preliminary approval. Defendants shall wire or otherwise provide to the Settlement Administrator the remainder of the Gross Settlement Amount of \$300,000 no later than thirty (30) calendar days after the Effective Final Settlement Date. Should the settlement not be finalized for any reason, any and all funds paid by Defendants shall be reimbursed

in full to Defendants, less any expenses reasonably incurred by the Settlement Administrator prior to the date the Parties receive notice of such event, no later than 30 days after receipt of notice of such non-settlement.

2. Disbursement: Within ten (10) calendar days after the Defendants provide the full GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorneys' Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Service Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendants' portion of payroll taxes as the Class Members' current or former employer.

3. Qualified Settlement Fund or QSF: The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 et seq., and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

60.13. Settlement Administrator's Final Report. Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

60.14. Uncashed Checks. Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and twenty (120) calendar days after the checks are mailed to them.

1. Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next thirty (30) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

2. If any checks remain uncashed or not deposited by the expiration of the 120-day period after mailing the reminder notice, the Settlement Administrator will, after the court's approval of the final accounting report, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be distributed on a cy pres basis to Centro Legal de La Raza, based in Oakland, a non-profit organization, with the cy pres distribution earmarked for non-litigation purposes. In such event, the class member who did not cash his or her check shall nevertheless remain bound by the settlement.

3. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended cy pres recipients. The Settlement Administrator will not distribute funds to the cy pres beneficiaries before court approval of the final accounting.

60.15. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this action outside of the Gross Settlement Amount.

61. Release of Claims. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

61.1. Release of Class Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion shall release the Released Parties from the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.

61.2. Release of PAGA Claims. As of the Effective Final Settlement Date, Plaintiffs, on behalf of the LWDA, shall release the Released Parties from the Released PAGA Claims.

61.3. Plaintiffs' Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Service Payments to the named Plaintiffs in an amount of \$5,000 each, Plaintiffs shall give the following general release of claims for themselves and their respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, through the date of their signatures on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendants or the remuneration for, or termination of, such employment. Plaintiffs' Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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.

Plaintiffs' Release excludes any claims or actions to enforce this Agreement, or any claims not permitted to be released by law.

Also, in consideration for providing Defendants with this complete, general release, Defendants agree to provide a neutral reference (dates of employment and last position held) in response to any inquiries by prospective employers of Plaintiffs.

62. Miscellaneous Terms

- 62.1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to liability if the settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the action, or that but for the settlement, a Class should be certified in the action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This settlement and Plaintiffs' and Defendants' willingness to settle the action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this settlement).
- 62.2. No Effect on Employee Benefits.** The Class Representative Service Payments and/or Individual Settlement Shares paid to Plaintiffs and Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Service Payments and/or Individual Settlement Share paid to Plaintiffs or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative Service Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
- 62.3. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 62.4. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. In the

event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

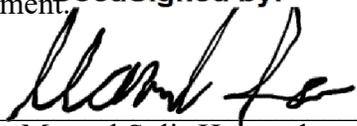
- 62.5. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 62.6. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the settlement, pending the Final Approval hearing to be conducted by the Court.
- 62.7. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 62.8. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 62.9. No Prior Assignment.** Plaintiffs hereby represent, covenant, 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 rights herein released and discharged.
- 62.10. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 62.11. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential.
- 62.12. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.

- 62.13. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 62.14. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 62.15. 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.
- 62.16. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: 13/01/2026, 2026

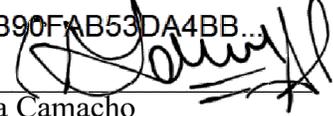
DocuSigned by:

 Jose Manuel Solis Hernandez...
DocuSigned by:...

DATED: 13/01/2026, 2026

DocuSigned by:

 Ismael Garcia Diaz...
DocuSigned by:
 12B90FAB53DA4BB...

DATED: 13/01/2026, 2026

DocuSigned by:

 Ana Gabriela Camacho...
 0920824610BB49F...

DATED: _____, 2026

 Name/Title:
 on behalf of LaBella's Pool Service & Supplies, Inc.

- 62.13. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 62.14. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
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IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

DATED: _____, 2026

Jose Manuel Solis Hernandez

DATED: _____, 2026

Ismael Garcia Diaz

DATED: _____, 2026

Ana Gabriela Camacho

DATED: January 13, 2026

Paul LaBella

Name/Title: Paul LaBella, President
on behalf of LaBella's Pool Service & Supplies, Inc.

DATED: January 13, 2026

Paul LaBella
Paul LaBella (Jan 13, 2026 07:52:24 PST)

DATED: January 13, 2026

Marc La Bella
Marc La Bella (Jan 13, 2026 07:56:55 PST)

DATED: January 13, 2026

Cristina Molteni
Cristina Molteni
MOLTENI EMPLOYMENT LAW
Counsel for Plaintiffs and the Class

DATED: January 13, 2026

Kevin E. Gilbert
Kevin E. Gilbert
ORBACH HUFF & HENDERSON LLP
Counsel for Defendants LaBella's Pool Service &
Supplies, Inc., Paul LaBella and Marc LaBella

EXHIBIT A

La Bella's Pool Service Supply Inc
Employee/Class List December 4, 2025

Employee	Employment Period
Aguilar, Oscar A	1/30/2025 - current
Alfaro, David A	3/21/2019 - 11/11/2019
Altunar, Moises H	3/12/2020 - 3/16/2020
Alvarado, Marin	4/23/2020 - 7/21/2020
Alvarez Garcia, Valente	3/4/2025 - 3/6/2025
Arreola Bustos, Dulce	9/4/2018 - 12/14/2018
Astorga, Rafaela M	4/1/2024 - current
Banos, Jacqueline	11/26/2018 - 12/26/2018
Barraza, Jose A	01/06/2021 - 01/06/2021
Bedolla, Alicia	08/12/2019 - Current
Blair, Jason	07/17/2019 - 07/26/2019
Briseno, Jose J	06/18/1998 - Current
Bustos, Ailin	03/04/2020 - 03/13/2020
Cabral, Nicolas	04/01/2019 - 07/26/2019
Camacho, Ana	4/19/18 - 6/28/2022
Camargo, Manuela	7/21/2023 - current
Campos, Tony	06/13/22 - 06/17/2022
Cardenas, Jonathan	8/23/2021 - 08/31/2021
Carmona, Luciano G	02/18/2020 - 10/25/2023
Carmona, Oswald	06/04/2021 - 10/18/2021
Carrillo Cabrera, Brenda	8/26/2024 - current
Chea, Giseh	10/22/2019 - 11/19/2019
Chinchilla, Blanca	01/18/2021 - 01/26/2021
Cienfuegos, Eddi	9/18/2023 - current
Claros, Jose	04/16/2019 - 04/23/2019
Contreras, Irma	10/23/2019 - 09/03/2020
Corro, Emmanuel A	10/18/2014 - 07/08/2022
Cruz, Martin	06/11/2020 - Current
Cuevas, Jose	01/10/2019 - 01/14/2019
DeLeon, Junior	1/10/2023 - current
Estrada, David G	7/24/2024 - 9/12/2024
Figueroa, Jose J	04/24/2006 - Current
Flores, Brandon	12/27/2019 - 01/08/2020
Flores Nunez, Juan Eduardo	5/6/2024 - current
Francisco, Chavez	01/12/2018 - 04/12/2019
Garcia, Alfredo	08/07/2020 - 07/30/2021
Garcia, Dulce G	4/29/2024 - 9/27/2024
Garcia, Ismael	08/24/2010 - 03/21/2022
Garcia, Jose	01/19/2022 - 7/31/2024
Garcia, Juan Carlos	05/28/2019 - 06/21/2019
Garcia, Nicolas	12/27/2018 - 04/10/2019
Gonzalez Barragan, Giovanni	12/26/2019 - 05/27/2020
Guerrero Tumalan, Cristina	02/25/2021 - 08/10/2021
Guzman, Maria	07/22/2019 - 07/23/2019
Hernandez, Enis	11/21/2022 - 11/28/2022

La Bella's Pool Service Supply Inc
Employee/Class List December 4, 2025

Hernandez, Jessie	09/12/2018 - 02/08/2019
Hernandez, Maria	05/11/2020 - 05/11/2020
Hernandez, Ovidio	01/19/2022 - 5/31/2024
Lizarraga, Cristhian	07/06/2020 - -01/20/2021
Lopez Ramirez, Juan Manuel	09/10/2020 - 04/20/2021
Lopez, Cristobal	04/05/2021 - 04/21/2021
Lopez, Francisco J.	09/04/2019 - Current
Lopez, Guadalupe	02/26/2018 - 03/13/2020
Lugo, Leticia K	07/16/2019 - 07/22/2019
Marcial, Felix	7/11/2022 - 1/19/2024
Martinez III, Juan C.	01/25/2019 - 9/13/2023
Martinez, Angel	04/26/2021 - 08/19/2021
Martinez, Erika	03/29/2018 - 07/11/2018
Maya, Brayan E	9/30/2022 - 8/9/2023
Mendez, Timoteo	06/27/2017 - 02/27/2019
Mendoza, Mayra	01/23/2019 - 02/22/2019
Meza Matias (Ruiz), Alicia	6/19/2023 - current
Michaut, Nicolas	04/30/2020 - 05/06/2020
Molina, Leandro	05/10/2021 - Current
Montes, Maritza	03/22/2022 - 03/22/2022
Morales, Edgar	02/22/2021 - 06/17/2022
Mundo Alvarado, Jose Anibal	1/30/2023 - 7/30/2025
Munoz, Oswaldo	10/14/2019 - 0324/2022
Muro, Arturo	04/16/2019 - 04/24/2019
Napoles Baltierra, Maria	02/22/2021 - 03/03/2021
Ortega, Elizabeth	06/25/2018 - Current
Pacheco, Christian	01/14/2021 - 04/22/2022
Padilla, Emilio	1/26/2023 - 7/7/2023
Pantigoso, Marcos	07/15/2019 - 09/09/2020
Pascual, Juan D	03/29/2007 - Current
Peraza, Nelis	9/16/2024 - current
Perez, Adriana	01/04/2021 - 04/26/2021
Ponce, Jesus	02/28/2022 - 03/09/2022
Ponce Redondo, Filiberto	01/25/2021 - 02/12/2021
Preciado Martinez, Hector	05/24/2021 - Current
Preciado, Gerardo	10/05/2015 - 08/31/2021
Preciado, Hector E	01/15/2007 - Current
Ramirez Villagomez, Martin	09/04/2019 - 09/09/2019
Ramirez, William	07/08/2019 - 11/27/2019
Rivas, Juan	08/21/2017 - Current
Rivas, Ricardo A	12/05/2017 - 04/22/2022
Roca, Luis	08/01/2022 - 11/21/2022
Rodriguez, Argenis	09/20/2019 - 12/14/2020
Rodriguez, Jecsy	08/30/2018 - 12/28/2018
Rodriguez, Laura	01/27/2021 - 02/19/2021
Rodriguez, Marco	07/22/2019 - 08/02/2019
Rosas, Alins A	08/29/2018 - 10/30/2019

La Bella's Pool Service Supply Inc
Employee/Class List December 4, 2025

Ruelas Gomez, Cristian	09/12/2019 - 09/18/2019
Salvano, Jose	07/05/2019 - 02/11/2020
Sanchez, Gustavo	8/9/2024 - current
Sanchez, Luis	1/25/2024 - 1/26/2024
Sanchez, Monica	7/26/2023 - current
Sanchez Salmoran, Sandro	1/16/2024 - 3/29/2024
Santana, Jorge	12/23/2019 - 05/21/2021
Santiago, Carina H	05/28/2020 - 6/17/2024
Santos, Armando	05/14/2020 - 08/03/2020
Silva Carrillo, Gabriel	10/30/2023 - current
Solis, Jose M	01/06/2016 - 06/22/2022
Solis, Juan	03/02/2022 - 03/22/2022
Soriano, Jose I	03/04/2021 - 04/30/2021
Suarez, Alex	07/16/2019 - 06/21/2021
Torres, Oscar	05/04/2017 - 05/27/2020
Urbina, Agustin	05/10/2018 - 08/30/2018
Urbina Zapata, Roger	1/17/2024 - current
Urena, Eva	1/19/2024 - 7/31/2024
Valencia, Pablo	9/14/2023 - current
Villa, Astrid	07/18/2018 - 08/09/2018
Villanueva-Guerrero, Kevin	06/14/2021 - 06/16/2021
Villanueva, Victor M	01/03/2018 - Current

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ALAMEDA
*Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho v. LaBella's
Pool Service & Supplies, Inc., Paul LaBella, Marc LaBella - Case No. 22CV015731*

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation from a lawyer.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt hourly employees who were employed by LaBella's Pool Service & Supplies, Inc., ("LaBella's" or "Defendants") servicing pools in the State of California at any time during August 8, 2018 to December 18, 2025.

If you need help understanding this notice or if you would like a copy in another language, please contact the Settlement Administrator toll free at [INSERT PHONE] or visit [INSERT WEBSITE].

The Superior Court of California for the County of Alameda has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring LaBella's to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring LaBella's to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on LaBella's records and the Parties' current assumptions, **your Individual Class Settlement Share is estimated to be \$[INSERT] (less withholding) and your Individual PAGA Settlement Share is estimated to be \$[INSERT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for any of your Individual Settlement Share, then according to LaBella's records you are not eligible for an Individual Settlement Share under the settlement because you didn't work during the corresponding period.)

The above estimates are based on LaBella's records showing that **you worked [INSERT] workweeks** during the Class Period (the Class Period is 8/8/18-12/18/25) and **you worked [INSERT] pay periods** during the PAGA Period (the PAGA Period is 8/15/21-12/18/25). If you believe that you worked more workweeks or pay periods during either pay period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

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1. WHY HAVE I RECEIVED THIS NOTICE?

LaBella’s Pool Service & Supplies, Inc.’s records indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims as described in Section 9 below from August 8, 2018 to December 18, 2025 (this time period is referred to as the “Class Period”). If you worked for LaBella’s Pool Service & Supplies, Inc. at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the claims alleged in the action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

A Preliminary Approval Hearing was held on [INSERT DATE] at [INSERT TIME] in the Superior Court of California for the County of Alameda. The Court preliminarily approved the settlement and directed that you receive this Notice.

2. WHAT IS THIS CASE ABOUT?

A class action complaint was filed by Jose Manuel Solis Hernandez, Ismael Garcia Diaz, and Ana Gabriela Camacho on August 8, 2022 in Alameda County Superior Court, Case No. 22CV015731, asserting the following causes of action:

1. Failure to pay overtime and double time wages
2. Failure to provide meal periods
3. Failure to provide rest periods
4. Failure to pay earned wages upon discharge
5. Failure to provide accurate wage statements
6. Failure to reimburse for business expenses
7. Unlawful business practices

On November 18, 2022, Plaintiffs filed a First Amended Complaint to add a cause of action for failure to pay for all hours worked and Private Attorneys General Act (“PAGA”) penalties.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated nor has it decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law, and further deny any liability whatsoever to Plaintiffs or to the Class.

3. AM I A CLASS MEMBER? AM I AN AGGRIEVED EMPLOYEE?

You are a Class Member if you were a non-exempt hourly employee of LaBella’s Pool Service & Supplies, Inc., servicing pools at any time from August 8, 2018 to December 18, 2025 in the State of California.

If you are a Class Member and worked at least one pay period for LaBella’s Pool Service & Supplies, Inc. in California at any time between August 15, 2021 and December 18, 2025, you are also an “Aggrieved Employee” under the settlement.

4. HOW DOES THIS CLASS ACTION SETTLEMENT WORK?

Plaintiffs brought this Action on behalf of themselves and all other similarly situated individuals who worked for Defendants as non-exempt hourly employees servicing pools in California at any time during the Class Period. Plaintiffs and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On **[INSERT PRELIMINARY APPROVAL ORDER DATE]** the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on **[INSERT DATE OF FINAL APPROVAL HEARING]**, 2025 at **[TIME A.M./P.M.]** in Department 18, before Judge Hon. Patrick McKinney, located at the Administration Building, 1221 Oak Street, Oakland, California 94612. The date of the Final Approval may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) or call Class Counsel to confirm that the date has not been changed.

5. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs and the Class: Cristina Molteni cmolteni@moltenilaw.com	Attorneys for Defendants: Kevin E. Gilbert Nicholas D. Fine
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MOLTENI EMPLOYMENT LAW 100 Pine Street, Suite 1250 San Francisco, California 94711 Telephone: (415) 762-0270 cmolteni@moltenilaw.com	ORBACH HUFF & HENDERSON LLP 6200 Stoneridge Mall Road, Suite 225 Pleasanton, California 94588 Telephone: (510) 999-7908 kgilbert@ohhlegal.com
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The Court has decided that Molteni Employment Law is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But if you want your own attorney, you may hire one at your own cost.

6. WHAT ARE MY OPTIONS?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option and the steps you must take to select each option are summarized below and explained in more detail in this Notice.

Important Note: The Parties, Plaintiffs and Defendants, will NOT retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING.** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up the right to sue Defendants and the Released Parties for the Released Class Claims.

- **OPT OUT.** If you do not want to take part in the Settlement, you must “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment even if you opt out of the settlement.

- **OBJECT.** You may assert a legal objection to the proposed Settlement personally or through an attorney by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than **[INSERT RESPONSE DEADLINE]**. If you would like to object, you may not opt out of this case.

7. HOW DO I OPT OUT OR EXCLUDE MYSELF FROM THIS SETTLEMENT?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: a) state your name, address, telephone number, and the last four digits of your social security number or employee identification number; b) state your intention to exclude yourself from or opt out of the Settlement; c) be addressed to the

Settlement Administrator at [INSERT ADDRESS]; d) be signed by you or your lawful representative; and e) be postmarked no later than [INSERT RESPONSE DEADLINE].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment even if you opt out of the settlement.

8. HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement personally or through an attorney by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [INSERT RESPONSE DEADLINE]. The objection must state your full name, address, and telephone number; include the words "Notice of Objection" or "Formal Objection"; describe in clear and concise terms the legal and factual arguments supporting the objection; identify witnesses you may call to testify at the Final Approval Hearing; and provide true and correct copies of any exhibits you intend to offer at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing either in person or through the objector's own counsel.

If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. HOW DOES THIS SETTLEMENT AFFECT MY RIGHTS?

If the proposed Settlement is approved by the Court, an Order or Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Order or Final Judgment and will release Defendant and the Released Parties from the Released Class Claims. All Participating Class Members will release and discharge the Released Parties from any and all claims pled in the Operative Complaint or claims that could have been pled based on the factual allegations pled in the Operative Complaint. The Released Claims shall be for the Class Period.

Additionally, the LWDA will be bound by the Order or Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include Aggrieved Employees shall release Defendants and the Released Parties from any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 pled in the Operative Notice(s) to the LWDA. The PAGA Released Claims shall be for the PAGA Period.

10. HOW MUCH CAN I EXPECT TO RECEIVE FROM THIS SETTLEMENT?

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$322,000 ("Gross Settlement Amount" or "GSA").

a. Deductions from the Settlement

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of:

- Class Representative Enhancement Payments to each of the named Plaintiffs in an amount up to \$5,000 each (\$15,000 total) for prosecution of the Action, risks undertaken, for the payment of costs in the event this case had been lost, and a broad release of claims;
- Payment of attorney’s fees and costs to Class Counsel in an amount not to exceed thirty percent (30%) of the Gross Settlement Amount (\$96,600) and costs not to exceed \$25,000;
- Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$4,190;
- A payment of \$16,100 to settle PAGA claims, of which 75% (\$12,075) will be paid to the LWDA.

All of these payments are subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

b. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as “Participating Class Members.” Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period.

The formula for distribution to Participating Class Members shall be calculated as follows:

1. Miscalculation Subclass and Derivative Claims (Wage Statement, Waiting Time, and UCL): (08/08/18 to 11/11/22): Each workweek worked during this period will be assigned a value of 1x per workweek.
2. Meal and Rest Period Subclass and Derivative Claims (08/08/18 to MSC Date: 06/05/25): Each workweek worked during this period will be assigned a value of 0.1x per workweek.
3. Reimbursement Claim and Derivative Claims (Wage Statement, Waiting Time, and UCL) (08/08/18 to 11/29/22): Each workweek worked during this period (ending when iPads were distributed on 11/29/22) will be assigned a value of 0.25x per workweek.

Defendants shall provide the Settlement Administrator with the dates of employment for each Class Member during the Class Period. The Settlement Administrator shall calculate the number of workweeks each Class Member worked during each applicable claim period based on their dates of employment. The Settlement Administrator shall then calculate each Class Member’s total weighted workweeks by multiplying their workweeks in each period by the applicable multiplier and summing the results. The Settlement Administrator shall then divide the Net Settlement Amount by the total weighted workweeks for all Class Members, resulting in the base Workweek Value. Each Participating Class Member’s

settlement share shall be calculated by multiplying their total weighted workweeks by the Workweek Value.

c. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount is as follows: \$INSERT. This is based on the PAGA Data, which shows you worked INSERT pay periods during the period of August 15, 2021 to December 18, 2025.

Aggrieved Employees will receive a pro-rated share of the Net PAGA Settlement Amount based on the number of pay periods they worked in California while employed by Defendants during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendants shall provide the Settlement Administrator with Class Members' dates of employment. The Settlement Administrator will calculate the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

d. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$INSERT less taxes. This is based on the Class Data, which shows you worked INSERT workweeks during the period of August 8, 2018 to December 18, 2025.

If you are also an Aggrieved Employee, your approximate share of the Net PAGA Settlement Amount is as follows: \$INSERT. This is based on the PAGA Data, which shows you worked INSERT pay periods during the period of August 15, 2021 to December 18, 2025.

If you believe the number of workweeks or pay periods attributed to you is incorrect, you must call the Settlement Administrator at [INSERT PHONE] no later than [INSERT RESPONSE DEADLINE] or mail documentation to the Settlement Administrator at [INSERT ADDRESS] that is postmarked no later than [INSERT RESPONSE DEADLINE]. You should produce any available supporting evidence such as wage statements, offers of employment, termination letters, and/or other employment records to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for LaBella's Pool Service & Supplies, Inc. during the Class or PAGA Period.

e. Tax Treatment of Your Settlement Payments

One-third of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendants' share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA.

The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

One-third of the Individual Class Settlement Share is intended to settle each Class Member's claims for penalties (the "Penalty Portion"). One-third of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest (the "Interest Portion"). The Penalty Portion and Interest Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Penalty Portion and Interest Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

f. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your Settlement check within 120 calendar days after the check is mailed to you. If you don't cash your check, it was lost or misplaced, or you have changed your address, please contact the Settlement Administrator at [INSERT PHONE]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining uncashed shall be distributed on a cy pres basis to Centro Legal de La Raza, based in Oakland, a non-profit organization, with the cy pres distribution earmarked for non-litigation purposes.

11. HOW WILL THE ATTORNEYS FOR THE CLASS AND THE CLASS REPRESENTATIVES BE PAID?

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed thirty percent (30%) of the Gross Settlement Amount (\$96,600) for attorney's fees and an amount not to exceed \$25,000 for litigation costs. All of these payments are subject to Court approval.

Defendants have paid all of their own attorneys' fees and costs.

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$5,000 each as service award for their initiation of and prosecution of this case, the risks undertaken, for the payment of costs in the event this case had been lost, and a broad release of claims.

12. WHAT DO I DO IF I NEED MORE INFORMATION OR HAVE QUESTIONS?

This notice summarizes the proposed Settlement. You can receive a copy of the Settlement Agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at <https://portal.alameda.courts.ca.gov> After arriving at the website, click the 'Searches' tab at the top of the page, then select the Case Number Search link, enter the case number "22CV015731" and click 'Search.' Images of every document filed in the case may be viewed at a minimal charge. You may also

view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also ask Class Counsel for a copy of any of the case documents to be emailed to you free of charge. Please refer to the “LaBella’s Pool Service & Supplies, Inc.” Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH QUESTIONS
ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**