

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Morgan W. Simpson (SBN 337325)
E-mail: msimpson@moonlawgroup.com
5 Amy Truong (SBN 358352)
E-mail: atruong@moonlawgroup.com
6 **MOON LAW GROUP, PC**
7 725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
8 Telephone: (213) 232-3128
9 Facsimile: (213) 232-3125

10 Attorneys for Plaintiffs Jason Nichols and Ariel Arellano

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF RIVERSIDE**

13 JASON NICHOLS, individually, and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17 SOUTHERN CALIFORNIA WEST COAST
18 ELECTRIC, INC., a California corporation;
19 and DOES 1 through 10, inclusive,

20 Defendants.

Case No.: CVRI2403790

[Hon. Harold W. Hopp, Dept 1]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Hearing Date: March 18, 2026

Hearing Time: 8:30 a.m.

Hearing Place: Department 1

Complaint Filed: June 28, 2024

FAC Filed: September 3, 2024

Reservation ID: 507225489313

1
2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 A preliminary approval hearing was held before this Court on March 18, 2026, at 8:30 a.m.,
4 for the purpose of determining, among other things, whether the Settlement was within the range of
5 possible approval and whether notice to the Class Members of its terms and conditions, and the
6 scheduling of a Final Approval Hearing, will be worthwhile. Appearing at the hearing was Kaufman
7 Dolowich LLP on behalf Southern California West Coast Electric, Inc. (“Defendant”), Moon Law
8 Group, PC on behalf of Plaintiffs Jason Nichols and Ariel Arellano (“Plaintiffs”) and the Class.

9 Having reviewed the papers and documents presented, heard the statements of counsel,
10 considered the matter, and made findings and rulings at the hearing,

11 **IT IS HEREBY ORDERED:**

12 1. The following Class is conditionally certified for purposes of settlement only: all
13 persons who worked for Southern California West Coast Electric, Inc. (“Defendant”) as an hourly,
14 non-exempt employee at any time during the period from June 28, 2020 to August 29, 2025 (the
15 “Class”).

16 2. The Court grants preliminary approval of the settlement based upon the terms set
17 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,”
18 or “Agreement”). Capitalized terms shall have the definitions set forth in the Settlement Agreement.

19 3. The Settlement appears to be fair, adequate and reasonable to the Class. The
20 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
21 only to any objections that may be raised at the final approval hearing and final approval by this
22 Court.

23 4. Plaintiffs Jason Nichols and Ariel Arellano (“Plaintiffs”) is conditionally approved
24 as the Class Representatives for the Class.

25 5. The proposed Class Representative Service Payment of \$10,000.00 to Plaintiff Ariel
26 Arellano for his service as Class Representative is conditionally approved.

27 6. Moon Law Group, PC is conditionally approved as Class Counsel for the Class.

28 7. The proposed payment of Class Counsel Fees Payment in an amount not to exceed

1 \$250,000.00 and Class Counsel Litigation Expenses Payment for actual litigation costs to Class
2 Counsel in the amount not to exceed \$26,500.00 are conditionally approved.

3 8. A Final Approval hearing on the question of whether the Settlement Agreement, the
4 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class
5 Representative Service Payment should be finally approved as fair, reasonable and adequate as to
6 all Class Members who do not submit a valid and timely request to exclude themselves from the
7 class action Settlement (“Participating Class Members”) is scheduled on the date and time set forth
8 in Paragraph 15 below.

9 9. The Court confirms Apex Class Action Administration (“Apex”) as the
10 Administrator. The Administrator’s duties will include (i) calculating Individual Class Payments and
11 Individual PAGA Payments; (ii) preparing, printing, and mailing the Class Notice to all Class
12 Members; (iii) using reasonable measures to contact all Class Members, including conducting a
13 National Change of Address search on all Class Members before mailing the Class Notice to each
14 Class Member’s address; (iv) re-mailing the Class Notice to the Class Member’s new address for
15 those Class Members whose address had changed; (v) setting up a toll-free telephone number to
16 receive calls from Class Members; (vi) receiving Requests for Exclusion and objections to the
17 Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices
18 and any Requests for Exclusion and objections; (viii) issuing the checks to effectuate the payments
19 due under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating
20 Class Members, including use of a “skip-trace” for undeliverable checks; (x) giving notice to any
21 objecting party of any continuance of the Final Approval Hearing; (xi) provide to the Court with any
22 objection and opt-out forms that it receives during the notice process; and (xii) otherwise
23 administering the Settlement pursuant to this Agreement including paying and reporting the
24 employer’s share of the payroll taxes to the appropriate taxing agency.

25 10. The proposed payment of Administration Expenses Payment, not to exceed
26 \$6,990.00, to Apex for its services is conditionally approved.

27 11. The Court also hereby conditionally approves and orders payment from the Gross
28 Settlement Amount the Private Attorneys General Act of 2004 (“PAGA”) Penalties of \$40,000.00.

1 Sixty-five percent (65%) (i.e., \$26,000.00) of the PAGA Penalties will be paid to the California
2 Labor and Workforce Development Agency (“LWDA”) (i.e., the “LWDA PAGA Payment”) and
3 the remaining thirty-five percent (35%) (i.e., \$14,000.00) of the PAGA Penalties shall be distributed
4 to the Aggrieved Employees eligible to recover their Individual PAGA Payments. The Aggrieved
5 Employees consist of all persons who worked for Defendant as a non-exempt employee at any time
6 during the period from June 23, 2023 to August 29, 2025.

7 12. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
8 amount of the Aggrieved Employees’ 35% share of PAGA Penalties (i.e., \$14,000.00) by the total
9 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
10 (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees
11 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

12 13. The Court approves, as to form and content, the Notice of Class Action Settlement
13 (“Class Notice”) as attached as **Exhibit 1** hereto. In addition to the Class Notice, Class Members
14 will be provided with an Exclusion Form and Objection Form, attached hereto as **Exhibit 2** and
15 **Exhibit 3** respectively. Any Exclusion Form and Objection Form shall be submitted to the
16 Settlement Administrator. The Court also approves the procedure for Class Members to participate
17 in, to opt out of, and to object to the Settlement as set forth in the Class Notice

18 14. The Court directs the mailing of the Class Notice via first-class United States Postal
19 Service mail to Class Members in accordance with the implementation schedule set forth in
20 Paragraph 15 below. The Court finds the dates selected for the mailing and distribution of the Class
21 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and
22 provide the best notice practicable under the circumstances and shall constitute due and sufficient
23 notice to all persons entitled thereto.

24 15. The Court orders the following **Implementation Schedule** for further proceedings:

25 a.	Deadline for Defendant to submit Class Data to Administrator	Within fifteen (15) calendar days after entry of the Preliminary Approval Order
26 b.	Deadline for Administrator to mail the Class Notice to Class Members	Within fourteen (14) calendar days after Defendant’s deadline to provide the Class Data to the Administrator
27 c.	Deadline for Class Members to	Sixty (60) calendar days after initial

1	Requests for Exclusion from Settlement or postmark objections to Settlement to the Administrator	mailing of the Class Notice (plus an additional 14 days for re-mailed notices)
2		
3	e. Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
4		
5	f. Deadline for Class Counsel to file Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
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7		
8	g. Final Approval Hearing and Final Approval	J uly 21, 2026 at 8:30 a.m. in Department 1. If the Final Approval Hearing is continued, the Administrator must provide notice of the continued hearing date to the Class Members.
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14 **IT IS SO ORDERED.**

15 Dated: July 14, 2026

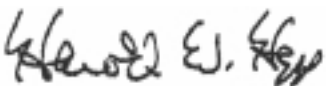
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17 
18 By: _____
19 HONORABLE HAROLD W. HOPP
20 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

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

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Southern California West Coast Electric, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former Southern California West Coast Electric, Inc. employee, Jason Nichols, and later amended to include Ariel Arellano as an additional class representative (collectively, “Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendant at any time during the Class Period (i.e., June 28, 2020 to August 29, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who were employed by Defendant during at any time during the PAGA Period (i.e., June 23, 2023 to August 29, 2025) (“Aggrieved Employees”).

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff Jason Nichols has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Moon Law Group, PC (“Class Counsel”).

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

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced mediator, Lynn Frank, Esq., in an effort to resolve the Action by negotiating an end to the case by agreement (i.e., to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay \$750,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has paid \$39,300.00 in individual settlements to Class Members (“Pick Up Stix Releases”). The Gross Settlement Amount will be offset by \$39,300.00, the total sum of money that Defendant paid to the Class from any Pick Up Stix Releases. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Defendant will fund the Gross Settlement within 60 days after the Effective Date of the Settlement or May 29, 2026, whichever is later. The “Effective Date” refers to the date upon which all of the following have occurred: (i) the Court has preliminarily and finally approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if

there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment

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

A. Up to \$250,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$26,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 as a Class Representative Award to Plaintiff Ariel Arellano for serving as an additional class representative, working with Class Counsel, and representing the Class.

C. Up to \$6,990.00 to the Administrator for services administering the Settlement.

D. Up to \$40,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

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

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

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

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$14,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

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

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every

Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 30 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website, <https://apexclassaction.com>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff Ariel Arellano are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Jason Nichols, et al. v. Southern California West Coast Electric, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend or hire a lawyer to attend.

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing. You should check the Administrator's website <https://apexclassaction.com> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action Administration's website at <https://apexclassaction.com>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Kane Moon
Allen Feghali
S. Phillip Song
Morgan Simpson

Email Address: kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
psong@moonlawgroup.com
msimpson@moonlawgroup.com

Name of Firm: **MOON LAW GROUP, PC**

Mailing Address: 725 S. Figueroa St., Suite 3100
Los Angeles, California 90017

Telephone: (213) 232-3128

Settlement Administrator:

Name of Company: Apex Class Action Administration

Email Address: info@apexclassaction.com
Mailing Address: 18 Technology Drive, Suite 154
Irvine, California 92618
Telephone: 1-800-355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

Date

To whom it may concern:

My name is _____ . My present address is
Full Name

Street Address City State Zip Code

I wish to opt out of the class action case *Jason Nichols v. Southern California West Coast Electric, Inc.*, Case No. CVRI2403790.

Thank you for your attention in this matter.

Sincerely,

Name

EXHIBIT 3

Date

To whom it may concern:

My name is _____ . My present address is
Full Name

Street Address City State Zip Code

I wish to object to the class action case *Jason Nichols v. Southern California West Coast Electric, Inc.*, Case No. CVRI2403790. I believe

_____.

Thank you for your attention in this matter.

Sincerely,

Name