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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ISABEL RODRIGUEZ, and DANIEL TOVAR,
 on behalf of themselves all employees similarly
 situated,
 Plaintiffs,
 v.
 ROY MILLER PAINTING, INC., a California
 Corporation; and DOES 1 through 50, inclusive,
 Defendants.

Case No.: 30-2023-01314830-CU-OE-CXC
 [Assigned for all purposes to Hon. Melissa R.
 McCormick, Dept. CX104]

**FIRST AMENDMENT TO JOINT
 STIPULATION OF CLASS AND PAGA
 REPRESENTATIVE ACTION
 SETTLEMENT**

Complaint filed: March 20, 2023
 Trial date: Not yet set

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION SETTLEMENT

This First Amendment to the Joint Stipulation of Class and PAGA Representative Action Settlement (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs ISABEL RODRIGUEZ, and DANIEL TOVAR, individually, and on behalf of all others similarly situated, (“Plaintiffs” or “Class Representatives”), and Defendant ROY MILLER PAINTING, INC. (“Defendant”). Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

The Parties hereby agree to amend the Joint Stipulation of Class and PAGA Representative Action Settlement executed by the Parties on January 25, 2024 as follows:

REVISED PROVISIONS

Paragraph 23(q) of the Settlement Agreement is hereby amended and now reads as follows:

(q) **Funding of Settlement Account:** Defendant will fund the Gross Settlement Amount within five (5) days after the Effective Date or by May 15, 2025, whichever date is later. Defendant shall also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Settlement Administrator with the Gross Settlement Amount.

Paragraph 23(r) of the Settlement Agreement is hereby amended and now reads as follows:

(r) **Distribution and Mailing of Settlement Payments and other payments:** The Settlement Administrator shall mail checks for Individual Settlement Class Payments and Individual PAGA Settlement Payments and distribute the Class Counsel’s Fees and Costs, Service Payments, LWDA’s PAGA Penalty Payment, and the Settlement Administration Costs no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant.

Paragraph 23(v) of the Settlement Agreement is hereby amended and now reads as follows:

(v) **Resolution of Workweek Disputes:** Defendant’s records will be presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks credited to a Class Member based thereon. If a Class Member disputes the Workweeks credited to him or her, as stated in the Notice, the Class Member must submit written correspondence to the Settlement Administrator that is postmarked no

later than the Response Deadline explaining the basis for the dispute and including any supporting documentation showing that the Workweeks credited to him or her is inaccurate. If a Class Member disputes the accuracy of Defendant's records used to calculate Covered Workweeks, the Settlement Administrator will evaluate the evidence submitted by the Class Member and make an initial decision as to which figures should be applied. The parties shall file with the court all Workweeks Disputes submitted by Class Members together with the evidence submitted by Class Members, and the decision made based on that evidence. Although the Settlement Administrator may make the initial decision regarding the Workweeks Disputes, the court may review any decision made by the Settlement Administrator regarding Workweeks Disputes

Paragraph 23(w) of the Settlement Agreement is hereby amended and now reads as follows:

(w) Right of Class Member to Request Exclusion from the Settlement: Class Members who wish to exclude themselves from the Settlement must submit a complete, valid, and timely Request for Exclusion Form ("Request for Exclusion Form") to the Settlement Administrator by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means for determining whether a Request for Exclusion has been timely submitted. The Request for Exclusion Form that will accompany the Notice is attached hereto as Exhibit "C." The Request for Exclusion Form accompanying the Notice will be pre-printed with the Class Member's name and address to facilitate identification by the Settlement Administrator. To be complete, the Class Member must sign and date the Request for Exclusion Form and include the last four digits of their social security number. The name and last four digits of the Social Security number provided by the Class Member on the Request for Exclusion Form must match Defendant's records as provided to the Settlement Administrator, or match Defendant's records for that particular Class Member. The name and Social Security number provided by the Class Member will be deemed to match Defendant's records only if: (1) both the first name and the last name and the last four digits of the Social Security number provided by the Class Member match Defendant's records; (2) the first name and the last four digits of the Social Security number provided by the Class Member match Defendant's records and it appears the last name has been changed as a result of a change in marital status or is a shortened or lengthened version of the

1 name that appears in Defendant's records; or (3) the last four digits of the Social Security number and last
2 name match Defendant's records and the first name provided is either a nickname or a shortened or
3 lengthened version of the name that appears in Defendant's records. Each Class Member who does not
4 submit a Request for Exclusion Form in compliance with this paragraph will be deemed to be a Settlement
5 Class Member. Settlement Class Members will be bound by all terms of the Settlement Agreement and
6 the Final Approval Order and Final Judgment. Any Class Member who submits a Request for Exclusion
7 Form will not be a Settlement Class Member, will not be entitled to receive any Settlement Class Payment,
8 and will not be bound by the Released Class Claims or have any right to object, appeal, or comment
9 thereon. No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
10 Administrator shall provide counsel for the Parties with a complete list of all Class Members who have
11 submitted a complete, valid, and timely Request for Exclusion Form. All Requests for Exclusion shall be
12 submitted to the court.

13
14 Paragraph 23(x) of the Settlement Agreement is hereby amended and now reads as follows:

15 (x) Right of Settlement Class Member to Object to The Settlement: A Settlement Class Member
16 may object to the Settlement. To assert an objection to the Settlement, a Settlement Class Member must
17 submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified
18 on the Notice in the form attached hereto as **Exhibit "D"**, not later than the Response Deadline. The date
19 of the postmark will be the exclusive means for determining whether an objection has been timely
20 submitted. If any Class Member chooses to submit a written objection not in the form attached hereto as
21 **Exhibit "D"**, the written objection must include: (1) the objector's full name, address, last four digits of
22 his or her Social Security number, and signature; (2) the case name and number. The Parties agree that
23 the Settlement Administrator shall not disclose the last four digits of any objecting Class Member's Social
24 Security number to anyone but the Parties, that such information will be securely held, and that the
25 disclosure of those last four digits to the Parties shall not be used for any purpose except to ascertain the
26 identity of the objector for administration of this Settlement. Any person who fails to timely submit their
27 written objections in the manner specified above may still appear and object at the Final Approval
28 Hearing. If a Settlement Class Member objects to this Settlement, the Settlement Class Member will

1 remain a member of the Class for Settlement purposes, and if the Court grants final approval of the
2 Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Final
3 Judgment. Within three (3) business days of receipt of an objection, the Settlement Administrator shall
4 provide counsel for the Parties with a copy of the objection. No later than thirty (30) calendar days before
5 the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a
6 complete list of Settlement Class Members who have submitted an objection. Prior to the Final Approval
7 Hearing, the Settlement Administrator shall submit copies of the objections that it has received, to the
8 Court by way of declaration. Regardless of the form, an objection alone will not satisfy the requirement
9 that a Settlement Class Member must either make a timely complaint in intervention before final judgment
10 or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have
11 standing to appeal entry of judgment approving this Settlement, as is required under the California
12 Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). If the objecting
13 Class Member does not formally intervene in the action or move to set aside any judgment and/or the
14 Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this
15 Agreement. Class Counsel and Defendant's Counsel may, at least five (5) calendar days (or some other
16 number of days as the Court shall specify) before the final approval hearing, file responses to any written
17 objections submitted to the Court.

18
19 Paragraph 26 of the Settlement Agreement is hereby amended and now reads as follows:

20 26. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount
21 from Defendant, the Settlement Administrator will issue and send out the Settlement Payment checks to
22 the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
23 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
24 performance of its duties shall be referred to the Court, if necessary, which will have continuing
25 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
26 contemplated by this Settlement have been fully carried out.

27
28 Paragraph 31 of the Settlement Agreement is hereby amended and now reads as follows:

1 31. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
2 Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and
3 PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and
4 negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will
5 automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member
6 within that time, and the Class Member's relevant claims will remain released by the Settlement.
7 Settlement Payment checks which have expired will not be reissued.

8
9 Paragraph 34 of the Settlement Agreement is hereby amended and now reads as follows:

10 34. Released Class Claims. Settlement Class Members, and their successors, assigns, and/or
11 agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge
12 Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners,
13 trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors,
14 related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
15 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its
16 respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
17 fiduciaries, parents, subsidiaries, and assigns, and each of them ("Released Parties") from the Class
18 Released Claims. The Class Released Claims are defined as any and all claims, debts, liabilities, demands,
19 actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that
20 could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including
21 but not limited to state and/or federal wage and hour claims (including all claims under the California
22 Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including
23 minimum wages, straight time compensation, overtime compensation, double-time compensation,
24 reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal
25 periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay;
26 payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding;
27 failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to
28 timely pay all wages during employment; failure to timely pay all wages due at separation of employment;

1 failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief;
2 interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties,
3 minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs, withholding from
4 wages. To the extent not already mentioned above, the Class Released Claims expressly include all claims
5 arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226,
6 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys
7 General Act sections 2698, et seq.; violations of California Unfair Competition Law (Cal. Bus. & Prof.
8 Code §§ 17200, et seq.); the Wage Orders of the California Industrial Welfare Commission. This release
9 excludes the release of claims not permitted by law.

10
11 Paragraph 35 of the Settlement Agreement is hereby amended and now reads as follows:

12 35. Released PAGA Claims. Upon full payment of Gross Settlement Amount, Plaintiffs and each
13 and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and
14 each of them, fully and finally release and discharge the Released Parties, and each of them, for any and
15 all civil penalties recoverable under the California Labor Code Private Attorneys General Act of 2004
16 (California Labor Code § 2698, et seq.) based on the facts and allegations pleaded in the Complaint and/or
17 the LWDA notice letter attached hereto as "**Exhibit A** ("Released PAGA Claims"), which includes
18 Plaintiffs' allegations that Defendant failed to pay all wages due for all hours worked, failed to pay
19 minimum wages, failed to pay straight time wages, failed to pay all overtime and double-time wages,
20 failed to timely pay all wages during employment, required employees to work off-the-clock, failed to
21 maintain accurate records of hours worked, failed to provide meal periods, failed to authorize and permit
22 rest periods, failed to pay meal period premiums, failed to pay rest period premiums, failed to indemnify
23 business expenses, failed to timely pay all wages upon termination of employment, failed to provide
24 accurate, itemized wage statements, and, to the extent not already covered, Plaintiffs' allegations for civil
25 penalties recoverable under the PAGA under California Labor Code Sections 210, 226.3, 558, 1174.5,
26 1197.1, 2802, and 2699, for alleged violations of California Labor Code Sections 201-203, 204, 226,
27 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial
28 Welfare Commission Wage Orders. The final judgment entered pursuant to this settlement will bind all

those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame of the Released PAGA Claims shall be the PAGA Period.

Paragraph 37 of the Settlement Agreement is hereby amended and now reads as follows:

37. Defendant and its counsel agree to cooperate to obtain approval of the Settlement, pursuant to the terms set forth herein. Pursuant to the Parties' confidentiality agreement, Defendant will provide to Plaintiff financial information justifying funding of settlement money. If ordered by the Court, Defendant will provide necessary financial background and documents to the Court in the form satisfactory to the Court requirements to approve the Settlement. Failure by Defendant to provide necessary financial information and declarations requested by court justifying funding of settlement money if requested by the Court, will constitute material breach of this Agreement. Should the Court find that information provided by Defendant not satisfactory for approval of the settlement money distribution, Defendant has an obligation to provide additional information to the court as requested until found satisfactory.

Exhibit B (Notice of Proposed Class and PAGA Representative Action Settlement) to the Settlement Agreement is replaced with the new **Exhibit B** (Amended Notice of Proposed Class and PAGA Representative Action Settlement) attached to this Amendment, which was revised to reflect the above-mentioned revisions in the Settlement Agreement, to define what PAGA is, and to make corrections and clarifications requested by the court.

Exhibit D (Objection Form) to the Settlement Agreement is replaced with the new **Exhibit D** attached to this Amendment, which was revised to reflect the above-mentioned revisions in the Settlement Agreement.

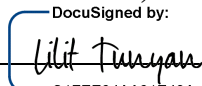
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this First Amendment to Joint Stipulation of Class and PAGA Representative Action Settlement between Plaintiff and Defendant as set forth below.

Plaintiffs & Class Representatives:

Dated: 7/25/2024 | 6:09 PM PDT By:  DocuSigned by:
ISABEL RODRIGUEZ
90D06E17FBBC431...

Dated: 7/29/2024 | 11:32 AM PDT By:  DocuSigned by:
DANIEL TOVAR
90D688BD3E0947C...

Plaintiffs' Counsel:

Dated: 7/29/2024 | 11:41 AM PDT TUNYAN LAW, APC
By:  DocuSigned by:
Lilit Tunyan
C1FEE94AA91E49A...
Artur Tunyan
Attorneys for Plaintiffs

Defendant:

Dated: ROY MILLER PAINTING INC.
By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Greg S. Labate
Lauren J. Blaes
Attorneys for Defendant

1
2 **Plaintiffs & Class Representatives:**

3 Dated:

By: _____
ISABEL RODRIGUEZ

5 Dated:

By: _____
DANIEL TOVAR

7 **Plaintiffs' Counsel:**

8 Dated:

TUNYAN LAW, APC

9 By: _____

10 Lilit Tunyan
11 Artur Tunyan

12 Attorneys for Plaintiffs

13 **Defendant:**

14 Dated: August 14, 2024

ROY MILLER PAINTING INC.

15 By: Roy Miller
16 Print Name

17 [Signature]
Signature

18 Pres
19 Title

21 **Defendant's Counsel:**

22 Dated: August 14, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

23 [Signature]
24 Greg S. Labate
25 Lauren J. Blaes

26 Attorneys for Defendant
27
28

Exhibit “B”

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Rodriguez, et al. v. Roy Miller Painting, Inc.
Orange County Superior Court Case No. 30-2023-01314830-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF ROY MILLER PAINTING, INC. (“DEFENDANT” or “RMP”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN MARCH 20, 2019 AND MAY 1, 2023 (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Purpose of this Notice

A proposed settlement (the “Settlement”) has been reached in a proposed class and PAGA action lawsuit brought by Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) against Defendant Roy Miller Painting, Inc. entitled *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange Superior Court Case No. 30-2023-01314830-CU-OE-CXC (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

You are receiving this notice because RMP’s records indicate that you worked for RMP as a non-exempt employee in California for some time between March 20, 2019 and May 1, 2023 (“Class Period”). This means you are a potential Class Member, and you have a right to know about the proposed Settlement.

In addition, you are also a PAGA Employee if you are currently or were formerly employed as a non-exempt employee of RMP who worked for RMP within California at any time during the period from March 20, 2022 to May 1, 2023 (“PAGA Period”).

This Notice advises you of your options under this settlement, which include how you can participate in this settlement and receive your share of the settlement proceeds, how you can exclude yourself from the settlement, or how you can object to the settlement.

What is the case about?

On March 20, 2023, Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) filed a putative Class Action. On May 25, 2023, Plaintiffs filed a First Amended Complaint alleging the following claims against Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”).

PAGA allows employees to file a representative action on behalf of themselves, other current and former employees, and the State of California to seek recovery of civil penalties for alleged Labor Code violations.

The Action seeks unpaid wages for a class of all current and former non-exempt employees of RMP who worked in California at any time during the Class Period (the “Class” or “Class Members”). The Action also seeks penalties under PAGA for all current and former non-exempt employees of RMP who worked in California at any time during the PAGA Period (“PAGA Employees”).

Defendant denies each and every allegation in the Action, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat, its employees fairly and in full compliance with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by <<RESPONSE DEADLINE>>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. <i>Written</i> objections must be submitted by <<RESPONSE DEADLINE>>.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a maximum total payment under the Settlement of \$181,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payments to Plaintiffs (\$5,000.00 to be requested for each Plaintiff, totaling \$10,000.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$60,333.33) and litigation costs to Class Counsel (not to exceed \$22,000) (“Class Counsel’s Fees and Costs”); (d) the amount of \$15,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of which the LWDA will be paid 75% (i.e. \$11,250.00 (“PAGA Penalty Payment”) and the remaining 25% (i.e. \$3,750.00) will be distributed to PAGA Employees (the “PAGA Settlement Payments”); and (e) payment to the Settlement Administrator for settlement administration services (estimated to be no more than \$6,500) (“Administrative Expenses”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Costs, the Service Payments to Plaintiffs, the PAGA Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA Settlement Payments (defined below) will be paid from the Net Settlement Amount.

Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$3,750.00, based upon the total number of workweeks employed by the Settlement Class Member during the Class Period (the “Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$3,750.00 set aside for all PAGA Settlement Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members).

PAGA Employees will receive a pro-rata share of the \$3,750.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period, regardless of whether they request exclusion from the Settlement. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$3,750.00 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The total payment to an individual, including their Settlement Class Payment and PAGA Settlement Payment, is their "Individual Settlement Payment". Your estimated Individual Settlement Payment is <<Estimated Payment>>, which includes your payment from the Class settlement in the estimated amount of <<Estimated Individual Settlement Class Payment>> and your payment from the PAGA settlement in the estimated amount of <<Estimated Individual PAGA Settlement Payment>>. This is just an estimate. Your final share will be determined by the Settlement Administrator.

The above estimates are based on Defendant's records showing you worked _____ Workweeks during the Class Period and worked ____ Pay Periods during the PAGA Period. You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<RESPONSE DEADLINE>> (the "Response Deadline") at:

You must produce documentary evidence supporting your contention. The Settlement Administrator will evaluate the evidence submitted and make an initial decision as to which figures should be applied. The parties shall file with the court all Workweeks Disputes submitted by Class Members together with the evidence submitted by Class Members, and the decision made based on that evidence. Although the Settlement Administrator may make the initial decision regarding the Workweeks Disputes, the court may review any decision made by the Settlement Administrator regarding Workweeks Disputes.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages, 40% as penalties and 40% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. Even if the Individual Settlement Payment is not cashed, claimed or negotiated by the Class Member within the one hundred eighty (180) days from the date of the checks' issuance, the Settlement Class Member shall remain bound by the Released Class Claims, unless the Class Member submitted a timely and valid Request for Exclusion Form.

The "Effective Date" of the Settlement will be the last to occur of the following: (a) the sixty-first (61st) day after service of notice of entry of the court order granting final approval of the settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Defendant will fund the Gross Settlement Amount within five (5) days after the Effective Date or by May 15, 2025, whichever date is later. The Settlement Administrator shall mail checks no later than fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), and their successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (“Released Parties”) from the Class Released Claims.

The Class Released Claims are defined as any and all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including but not limited to state and/or federal wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs, withholding from wages. To the extent not already mentioned above, the Class Released Claims expressly include all claims arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, *et seq.*; violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); the Wage Orders of the California Industrial Welfare Commission. This release excludes the release of claims not permitted by law.

Release PAGA Claims. In addition, upon full payment of Gross Settlement Amount, Plaintiffs and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each of them, fully and finally release and discharge the Released Parties, and each of them, for any and all civil penalties recoverable under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) based on the facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached to the Settlement Agreement as “Exhibit A” (“Released PAGA Claims”), which includes Plaintiffs’ allegations that Defendant failed to pay all wages due for all hours worked, failed to pay minimum wages, failed to pay straight time wages, failed to pay all overtime and double-time wages, failed to timely pay all wages during employment, required employees to work off-the-clock, failed to maintain accurate records of hours worked, failed to provide meal periods, failed to authorize and permit rest periods, failed to pay meal period premiums, failed to pay rest period premiums, failed to indemnify business expenses, failed to timely pay all wages upon termination of employment, failed to provide accurate, itemized wage statements, and, to the extent not already covered, Plaintiffs’ allegations for civil penalties recoverable under the PAGA under California Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699, for alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders. The final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and all PAGA Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. The time frame of the Released PAGA Claims shall be the PAGA Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement

monies to resolve your class claims, you consent to the release of the Class Released Claims as described above. If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than _____. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) your signature; (3) the case and number (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court Case No. 30-2023-01314830-CU-OE- CXC); ; and (4) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees cannot opt out or exclude themselves from the PAGA Settlement Payment and will still be issued a PAGA Settlement Payment and be bound by the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion Form and irrespective of whether they cash their Individual Settlement Payment.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department CX104 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, If you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing

may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: <<[website](#)>>.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

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How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiffs' Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also view documents filed in this case on the Court's website at: <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may need the case number to access and view case documents (30-2023-01314830-CU-OE- CXC). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit “D”

OBJECTION FORM

Superior Court of California for the County of Orange
Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action.

If you wish to object to the Class Settlement, you must write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before **[RESPONSE DEADLINE--60 days following the date of mailing]**.

TBD

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

[illegible]

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____