

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement is entered into by and between plaintiff Charles Hicks ("Plaintiff"), individually and on behalf of all others similarly situated, and defendant Decker Electric Co., Inc., Electrical Contractors ("Defendant"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. DEFINITIONS

1. "Action" means the case entitled *Charles Hicks v. Decker Electric Co.*, San Francisco County Superior Court Case No. CGC-22-599591.

2. "Aggrieved Employees" means all current and former hourly paid or non-exempt employees who have worked for Defendant within California at any time from May 10, 2021, through March 23, 2024.

3. "Agreement," "Settlement Agreement," or "Settlement" means this Class Action and PAGA Settlement Agreement, including Exhibit A.

4. "Class" or "Class Members" means all of Defendant's current and former hourly-paid or non-exempt employees within the State of California at any time from May 11, 2018, to March 23, 2024.

5. "Released Class Claims" means the claims being released as described in Paragraph 55, below.

6. "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C.

7. "Class Data" means a complete list of Class Member identifying information in Defendant's possession, including each Class Member's full name, last known mailing address, telephone number, e-mail address (if available), Social Security Number, and number of Workweeks Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA Period for each Settlement Class Member.

8. "Class Period" shall mean May 11, 2018, to March 23, 2024.

9. "Class Representative" means the named Plaintiff in the Action, Charles Hicks, who is seeking Court approval to serve as a Class Representative.

1 10. “Complaint” means the operative complaint filed in the Action on or about May 11,
2 2022, and any amendments thereto.

3 11. “Court” means the Superior Court of California, County of San Francisco.

4 12. “Defendant” means Decker Electric Co., Inc., Electrical Contractors.

5 13. “Defendant’s Counsel” or “Defense Counsel” means Vincent R. Fisher and Samuel
6 Y. Kim of O’Hagan Meyer LLP.

7 14. “Effective Date” means the latter of (a) service on Defendant of the Court’s final
8 approval of the settlement if no objections by or on behalf of Class Members have been filed and not
9 withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been
10 filed or withdrawn; or (c) the final resolution of any appeal that has been filed. “Final” means that the
11 Settlement has been granted “Final Approval” by the Court and the “Effective Date” has occurred.

12 15. “Final Approval” means the Court’s order granting final approval of the Settlement
13 and entering judgment.

14 16. “Final Settlement Class” means, collectively, all Participating Class Members and all
15 Aggrieved Employees.

16 17. “Gross Settlement Amount” means the total amount that Defendant shall pay in
17 connection with this Settlement in exchange for the release of claims described in Paragraph 5 of this
18 Agreement. The Gross Settlement Amount is the gross sum of Three Million and Four Hundred
19 Thousand Dollars (\$3,400,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount
20 is the maximum amount that will be paid by Defendant under the terms of the Settlement and includes
21 Individual Settlement Amounts (including PAGA payments to the Aggrieved Employees), attorneys’
22 fees of Class Counsel, costs and expenses, the Service Payment to Class Representative, all
23 Settlement Administration Costs, and payment to the Labor Workforce Development Agency
24 (LWDA) for PAGA penalties. Defendant shall separately pay the employers’ share of applicable
25 payroll taxes. The Settlement is based on Defendant’s representation that there are approximately
26 96,625 workweeks. If the actual number of total workweeks exceeds 10% (Ten Percent), then the
27 Settlement Amount shall increase on a proportional basis (*e.g.*, if there was a 15% increase in the
28 number of workweeks, Defendant will increase the maximum settlement amount by 5%).

1 18. "Individual Settlement Amount" shall have the meaning ascribed to it in Paragraph
2 50(b) below.

3 19. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 50(a)
4 below.

5 20. "Notice" means the Court approved Notice of Class Action and PAGA Settlement to
6 be mailed to Class Members in the form, without material variation, attached as **Exhibit A** to this
7 Agreement, and incorporated by reference into this Agreement.

8 21. "Notice Response Deadline" is forty-five (45) calendar days from the date the Notice
9 is mailed to the Settlement Class Members.

10 22. "Objecting Settlement Class Member" means a Settlement Class Member, other than
11 Plaintiff, who submits a valid and timely objection to the terms of this Agreement with respect to the
12 Class Claims pursuant to Paragraph 70(c) below.

13 23. "PAGA" shall refer to the California Private Attorneys' General Act of 2004,
14 California Labor Code §§ 2698, *et seq.*

15 24. "Released PAGA Claims" shall mean the PAGA claims being released as described
16 in Paragraph 56, below.

17 25. "PAGA Notice" shall refer to the notices sent by Plaintiff, by and through counsel, to
18 the LWDA and to Defendant, alleging that Defendant engaged in violations of the California Labor
19 Code and California Wage Order(s).

20 26. "PAGA Penalties" means the total amount of \$50,000 in PAGA penalties to be paid
21 from the Gross Settlement Amount, 25% of which (\$12,500) shall be paid to the Aggrieved
22 Employees, and 75% of which (\$37,500) shall be paid to the LWDA in settlement of the Released
23 PAGA Claims.

24 27. "PAGA Period" shall mean May 10, 2021, through March 23, 2024.

25 28. "Participating Class Member" means a Class Member who does not opt out of the
26 Settlement by submitting a valid and timely Request for Exclusion.

27 29. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class Members, the
28 Aggrieved Employees, and Defendant, collectively.

1 30. “Preliminary Approval Date” means the date the Court preliminarily approves the
2 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

3 31. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
4 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing
5 for the issuance of the Notice to the Settlement Class Members, an opportunity to opt out of settlement
6 of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related
7 to the Class Claims, and setting a hearing on the fairness of the terms of Settlement, including
8 approval of attorneys’ fees and costs.

9 32. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
10 for the benefit of the Final Settlement Class, and from which the settlement and individual PAGA
11 payments shall be made, and which is intended to be a fund that qualifies under US Treasury
12 Regulation Section 468B-1.

13 33. “Release” shall mean the release and discharge of the Class Claims by Plaintiff and
14 all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiff,
15 the State of California, and all of the Aggrieved Employees.

16 34. “Released Parties” shall refer to Defendant, any potential “joint employer,” and any
17 and all of Defendant’s affiliated companies and its respective parent companies, subsidiaries,
18 affiliates, shareholders, members, agents (including, without limitation, any investment bankers,
19 accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors,
20 employees, or other person acting on either Defendant’s behalf) predecessors, successors, and
21 assigns.

22 35. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 71(a)
23 below.

24 36. “Service Payment” or “Service Award” means the amount approved by the Court to
25 be paid to Class Representative, not to exceed Ten Thousand Dollars (\$10,000), in addition to his
26 Individual Settlement Amount as a Participating Class Member.

27 37. “Settlement Administration Costs” means the costs payable from the Settlement
28 Amount to the Settlement Administrator for administering this Settlement, including, but not limited

1 to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence,
2 reporting and remittance obligations, distributing the Settlement Amount, and providing necessary
3 reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be
4 paid from the Settlement Amount.

5 38. "Settlement Administrator" means and refers to ILYM Group, Inc., which the Parties
6 have mutually agreed will provide the Notice to the Class Members and distribute the settlement
7 amounts as described in this Agreement.

8 39. "Settlement Amount" or "Gross Settlement Amount" shall have the meaning ascribed
9 to it in Paragraph 50(a) below.

10 40. "Settlement Class Member" refers to individual members of the Settlement Class.

11 41. "Settlement Class" and "Settlement Class Members" refers to all persons who are or
12 were previously employed by Defendant in California classified as a non-exempt employee during
13 the Class Period.

14 42. "Workweek" means any week during which a Class Member worked at least one shift
15 for Defendant during the Class Period, as applicable. Workweeks shall not include weeks where a
16 Class Member only had sick time, vacation time, was on leave, or otherwise did not perform any
17 actual work for Defendant. Workweeks will be calculated based on Defendant's business records.

18 **B. GENERAL TERMS**

19 43. On or about May 11, 2022, Plaintiff filed the Complaint against Defendant, including
20 allegations of: (1) failure to pay all minimum wages, (2) failure to pay all overtime wages, (3) failure
21 to provide rest periods and pay missed meal period premiums, (4) failure to provide rest periods and
22 pay missed meal period premiums, (5) failure to furnish accurate itemized wage statements, (6)
23 waiting time penalties, (7) unfair competition. On or about July 18, 2022, Plaintiff filed a First
24 Amended Complaint to add a PAGA claim for the underlying alleged Labor Code violations. On
25 February 28, 2024, Plaintiff filed a stipulation to seek leave to file a Second Amended Complaint to
26 add a cause of action for failure to reimburse incurred business expenses in violation of Cal. Labor
27 Code § 2802.

28 44. Defendant denies Plaintiff's claims and allegations and further contends that the

1 Action is not suitable for class certification and/or representative treatment.

2 45. Class Representative believes he can proceed with his class and representative claims,
3 that the Action is meritorious, and that class certification is appropriate.

4 46. The Parties have conducted a thorough investigation into the facts of the Action. This
5 includes conducting extensive exchange of informal discovery, including Defendant's written
6 policies and practices and the production of payroll and timekeeping records for Settlement Class
7 Members and Aggrieved Employees. Class Counsel is both knowledgeable about and has done
8 extensive research with respect to the applicable law and potential defenses to the claims of the
9 Settlement Class Members and Aggrieved Employees. Class Counsel has diligently pursued an
10 investigation of the Class Members' claims against Defendant. Based on the foregoing data and on
11 their own independent investigation and evaluation, Class Counsel is of the opinion that the
12 settlement with Defendant for the consideration and on the terms set forth in this Settlement
13 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class
14 Members and Aggrieved Employees in light of all known facts and circumstances, including the risk
15 of significant delay and uncertainty associated with litigation, various defenses asserted by
16 Defendant, and numerous potential appellate issues.

17 47. On January 23, 2024, the Parties participated in mediation before Eve Wagner, Esq.,
18 a highly experienced class action mediator, and reached a settlement on that day.

19 48. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
20 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall
21 be construed as an admission by Defendant of any wrongdoing or as a violation of any statute or law
22 or liability on the claims or allegations in the Action.

23 49. Stipulation for Class Certification and Representative Treatment. For settlement
24 purposes only, Defendant will stipulate that the Settlement Class Members described herein who do
25 not Request Exclusion from the Settlement Class may be conditionally certified as a settlement class
26 and that the Aggrieved Employees are appropriate for representative treatment for purposes of
27 settlement. This stipulation to certification and representative treatment is in no way an admission
28 that class action certification and/or representative treatment is proper and shall not be admissible in

1 this or in any other action except for the sole purposes of enforcing this Agreement. Should, for
2 whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification
3 and representative treatment and Memorandum of Understanding that was executed as part of the
4 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be
5 admissible in connection with, the issue of whether or not class certification and/or representative
6 treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights
7 and declares that it will continue to oppose class certification, representative treatment, and the
8 substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly
9 reserves his rights and declares that he will continue to pursue class certification and representative
10 treatment and a trial should the Court fail to issue Final Approval.

11 **C. TERMS OF SETTLEMENT**

12 50. The financial terms of the Settlement are as follows: the Settlement Administrator will
13 make and deduct the following payments from the Gross Settlement Amount, in the amounts
14 specified by the Court in the Final Approval.

15 (a) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross
16 Settlement Amount less the Attorneys' Fees and Costs as approved and awarded by the Court, the
17 Service Payment to Class Representative as approved and awarded by the Court, the Settlement
18 Administration Costs, as approved and awarded by the Court, and Fifty Thousand Dollars
19 (\$50,000.00) allocated to payment for PAGA penalties as described in paragraph 50(b)(i) below. In
20 the event that the Court reduces the attorneys' fees and litigation costs, Service Awards, or Settlement
21 Administration Costs, or either increases or decreases the amount allocated to PAGA penalties, the
22 Net Settlement Sum shall be increased or decreased accordingly.

23 (b) Individual Settlement Amounts for the Settlement Class: The Settlement
24 Administrator will use the Class Data provided by Defendant to calculate each Participating Class
25 Member's and Aggrieved Employee's Individual Settlement Amounts based on the following
26 formulas:

27 i. PAGA Amount: \$50,000 of the Gross Settlement Amount has been
28 designated to PAGA Penalties. Twenty-five percent (25%), or \$12,500, shall be paid out to Aggrieved

1 Employees, while seventy-five percent (75%), or \$37,500, will be paid to the LWDA. Each
2 Aggrieved Employee shall receive a portion of the \$12,500 proportionate to the number of pay
3 periods worked by the Aggrieved Employees during the PAGA Period compared to the total number
4 of PAGA Pay periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved
5 Employees shall have their settlement amount for the Released PAGA claims paid one hundred
6 percent (100%) as civil penalties for which no taxes will be withheld and for which the Settlement
7 Administrator will issue a Form 1099.

8 ii. Class Amount: The Net Settlement Amount shall be allocated to each
9 Participating Class Member based on his/her/their proportionate Workweeks Worked during the
10 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
11 numerator of which is the Participating Class Member's total Workweeks Worked during the Class
12 Period, and the denominator of which is the total Workweeks Worked by all Participating Class
13 Members during the Class Period. If there are any timely submitted Requests for Exclusion, the
14 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each
15 Participating Class Member so that the amount actually distributed to Participating Class Members
16 equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

17 (c) Allocation of Individual Settlement Amounts: The Individual Settlement
18 Amounts will be allocated for tax purposes based on the allegations in the Action as follows: twenty
19 percent (20%) will be paid as wages subject to withholding of all applicable local, state, and federal
20 taxes; and eighty percent (80%) will be paid as interest and as civil penalties (pursuant to, *e.g.*,
21 California Labor Code §§ 203, 226) from which no taxes will be withheld. The Settlement
22 Administrator will issue to each Participating Class Member an Internal Revenue Service ("IRS")
23 Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with
24 respect to the civil penalties and interest allocations.

25 (d) Service Payment to Class Representative: The amount awarded to Class
26 Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$10,000.
27 Defendant agrees not to oppose this request. The Service Payment to Class Representative will be
28 paid out of the Gross Settlement Amount. Class Representative will be issued an IRS Form 1099 in

1 connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
2 applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the
3 Service Payment to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class
4 Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service
5 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the
6 Participating Class Members. In the event of any appeal of the amount of the Service Awards (if any)
7 approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not
8 awarded to Class Representative shall be added to the Net Settlement Amount to be distributed to the
9 Participating Class Members.

10 (e) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class
11 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement Amount
12 (approximately \$1,133,333.33), plus reasonable litigation costs not to exceed \$25,000 ("Attorneys'
13 Fees and Cost Award"). For purposes of this Settlement, Defendant agrees not to oppose any
14 contention by Class Counsel that attorneys' fees should be based on the common fund theory. The
15 Attorneys' Fees and Cost Award shall be paid from the Gross Settlement Amount, and except for this
16 award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to
17 Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the
18 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
19 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
20 grounds to rescind the Settlement Agreement or otherwise void the Settlement. In the event of any
21 appeal of the amount of the awards of attorneys' fees and costs (if any) approved by the Court, final
22 funding and administration of the portion of the attorneys' fees and/or costs award in dispute will be
23 segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such
24 appellate review, additional amounts not awarded to as attorneys' fees and costs shall be added to the
25 Net Settlement Amount to be distributed to the Participating Class Members and/or Aggrieved
26 Employees. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting
27 the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any
28 allocation of fees and costs between or among Class Counsel and any other attorney representing or

1 claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

2 (f) Settlement Administration Costs: The fees and other charges of the Settlement
3 Administrator will be paid from the Gross Settlement Amount, not to exceed \$30,000 subject to Court
4 approval, unless approved by all Parties and the Court.

5 (g) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
6 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and
7 Plaintiff and the Settlement Class Members are not relying on any statement or representation by
8 Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff and Final Settlement Class
9 Members understand and agree that they will be solely responsible for the payment of any taxes and
10 penalties assessed on their respective Settlement Amounts described herein. Income tax withholding
11 will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations.
12 The Settlement Administrator will distribute Forms W-2 and/or Forms 1099 at times and in the
13 manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
14 Agreement.

15 51. No Credit Towards Benefit Plans. The Individual Settlement Payments and Individual
16 PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this
17 Settlement, as well as any other payment or other consideration made pursuant to this Settlement,
18 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
19 Members and/or Aggrieved Employees may be eligible, including, but not limited to, profit-sharing
20 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
21 and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
22 affect the rights, contributions, or amounts to which any Class Member and/or Aggrieved Employee
23 may be entitled under benefit plans.

24 52. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no
25 circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement Class
26 Members will not have to make a claim to receive an Individual Settlement Amount. Distributions,
27 in the form of Individual Settlement Amounts, will be made directly to each Final Settlement Class
28 Member. The Settlement Administrator shall be responsible for accurately and timely reporting any

1 remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member
2 not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

3 53. Class Counsel and Plaintiff believe that the Settlement is fair, reasonable, and
4 adequate, and will so represent same to the Court.

5 **D. RELEASE OF CLAIMS**

6 54. Upon the Effective Date of this Settlement, Plaintiff, each Participating Class
7 Member, and each Aggrieved Employee shall have forever completely released and discharged all
8 Released Parties as follows:

9 55. Release By Participating Class Members. Each Participating Class Member, on behalf
10 of themselves, their respective spouses, domestic partners, marital community, children, estates,
11 trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,
12 trustees, conservators, guardians, assigns, and representatives (whether current or former), shall be
13 deemed to have forever completely released and discharged the Released Parties from any and all
14 causes of action, claims, rights, damages, punitive or statutory damages, penalties of any kind,
15 liabilities, expenses, and losses including, but not limited to, the causes of action described in the
16 pleadings or LWDA notice, any violation of any other statute, ordinance, rule, or regulation, whether
17 federal, state, or administrative, or any other causes of action that any Class Member has or might
18 have, , in law or in equity, of any kind whatsoever, arising at any time during the Class Period that
19 was alleged in this case or that could have been alleged based on the factual allegations in this case,
20 along with all related claims and all associated penalties ("Released Class Claims").

21 Class Representative, on behalf of himself and the Participating Settlement Class Members,
22 acknowledges and agrees that the Released Class Claims are disputed in good faith and that the
23 payments set forth herein constitute payment of all sums allegedly due to him. Class Representative,
24 on behalf of himself and the Participating Settlement Class Members, acknowledges and agrees that
25 California Labor Code § 206.5 is not applicable to the Parties hereto.

26 56. Release by Aggrieved Employees. Plaintiff, the State of California, and each
27 Aggrieved Employee, on behalf of themselves and their respective spouses, domestic partners,
28 marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,

legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives (whether current or former), shall be deemed to have forever completely released and discharged the Released Parties from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case.

57. Plaintiff and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit (including any and all pending lawsuits), administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Settlement Class Members, Aggrieved Employees, and the State of California to obtain a recovery based on, arising out of, and/or related to any and all of the respective Released Class Claims and the Released PAGA Claims. The Settlement Class Members shall be so notified in the Notice. This paragraph does not apply to any Settlement Class Member who timely and validly opts out of the Settlement for purposes of Class Claims.

58. Release by Class Representative. In addition to Class Representative's release of the Released Class Claims and Released PAGA Claims, as discussed in Paragraphs 51 through 57 above, Class Representative does hereby, for himself and for his spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives (whether current or former), forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including, but not limited to, for back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, concealed or hidden, including, but not limited to, all claims arising out of, based upon, or relating to Class Representative's employment with Defendant or the remuneration for, or

1 termination of, such employment (collectively, the “Class Representative’s Claims”).

2 59. Without limiting the generality of the foregoing, Class Representative also expressly
3 releases all claims or rights against Released Parties arising out of, or relating to, alleged violations
4 of any contracts, express or implied (including but not limited to any contract of employment); any
5 contract or covenant of good faith and fair dealing (express or implied); any tort, including but not
6 limited to, negligence, fraud, misrepresentation and violation of California Labor Code § 970,
7 negligent infliction of emotional distress, intentional infliction of emotional distress, defamation,
8 “retaliation” claims and claims for violation of public policy, any claim for improper or unauthorized
9 wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits,
10 penalties, liquidated damages, other damages, overtime, and alleged “off the clock” work under
11 federal and state law, including, but not limited to, California Labor Code §§ 204 and 558, waiting
12 time penalties pursuant to California Labor § 203, damages, or penalties pursuant to California Labor
13 Code § 226, meal period and rest break payments and penalties pursuant to California Labor Code
14 §§ 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code §
15 226, statutory or civil penalties pursuant to California Labor Code § 210, failure to indemnify for
16 business expenses pursuant to Labor Code § 2802, failure to provide one day of rest in seven pursuant
17 to California Labor Code §§ 551 and 552, unfair competition and unfair business practices pursuant
18 to Business and Professions Code §§ 17200 *et seq.*, interest and costs pursuant to California Civil
19 Code § 3287 and California Labor Code § 218.6, any right or claims pursuant to the NLRA, statutory
20 or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code
21 §§ 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et*
22 *seq.*, and the alleged violation or breach of any other state or federal statute, rule, and or regulation;
23 including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action,
24 including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or
25 attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress,
26 intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive
27 discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal
28 restrictions on Defendant’s right to discharge employees; and any federal, state, or other

1 governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the
 2 Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment,
 3 including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981
 4 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California Labor Code § 1197.5 (equal
 5 pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5)
 6 Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair
 7 Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment
 8 in employment and/or housing, including but not limited to discrimination or harassment based on
 9 race, religious creed, color, national origin, ancestry, disability, marital status, sex (including
 10 pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California
 11 Family Rights Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California
 12 Labor Code, including Section 1720 *et seq.* or any Industrial Welfare Commission Wage Order; (9)
 13 Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment);
 14 (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation
 15 Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement
 16 Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code;
 17 (15) the California Labor Code; (16) the California Constitution; (17) the National Labor Relations
 18 Act; (18) the Age Discrimination in Employment Act; and (18) any other federal, state, or local
 19 statute or legislation.

20 60. Class Representative expressly waives and relinquishes all rights and benefits afforded
 21 by Section 1542 of the Civil Code of the State of California and does so understanding and
 22 acknowledging the significance of the waiver of Section 1542 of the California Civil Code, which
 23 states:

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

1 DEBTOR OR RELEASED PARTY.

2 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
3 and complete release and discharge of all parties, Class Representative and Class Counsel expressly
4 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation,
5 all claims that Class Representative knew of, as well as all claims that he does not know or suspect
6 to exist in his favor against the Released Parties, or any of them, for the time period from the
7 beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement
8 contemplates the extinguishment of any such Class Representative's claims.

9 **E. INTERIM STAY OF PROCEEDINGS**

10 61. Pending completion of all prerequisites necessary to effectuate this Settlement,
11 including amending the Complaint and seeking approval, the Parties agree, subject to Court approval,
12 to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

13 **F. NOTICE PROCESS**

14 62. Appointment of Settlement Administrator. The Parties have agreed to the appointment
15 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
16 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and
17 verifying documentation associated with any claims or opt-out requests, resolving any disputes
18 regarding the calculation or application of the formula for determining the Individual Settlement
19 Amounts, calculating employer-side taxes, drafting and mailing the settlement checks to Final
20 Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due
21 diligence, reporting and remittance obligations, and performing such other tasks as set forth herein,
22 as the Parties mutually agree, or that the Court orders. The Settlement Administrator will also host a
23 website for the settlement and post relevant documents, including the operative Second Amended
24 Complaint, the PAGA notice letter, the Settlement Agreement, and amendments thereto, and the
25 orders granting preliminary approval and final approval, and the judgment. The judgment will be
26 posted on the website for at least 180 days after final approval of the settlement.

27 63. Disputes Regarding Settlement Administration. Any and all disputes relating to the
28 administration of the Settlement by the Settlement Administrator (except for disputes regarding Class

1 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
2 terms and conditions of this Settlement Agreement, until the Parties notify the Court that all payments
3 and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to
4 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
5 dispute without the necessity of Court intervention. The Settlement Administrator shall also be
6 responsible for issuing to Plaintiff, Final Settlement Class Members, and Class Counsel any Forms
7 W-2, Forms 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
8 Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax
9 accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

10 64. Class Data. Within fifteen (15) days after service on Defendant of the Preliminary
11 Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The
12 Settlement Administrator will check the Class Members' addresses against those on file with the U.S.
13 Postal Service's National Change of Address List. The Class Data provided to the Settlement
14 Administrator will not be provided to Class Counsel, and it will remain confidential; it shall be used
15 solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required
16 by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the
17 Court.

18 65. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
19 Administrator to the Settlement Class Members, by first class mail and e-mail, in English and
20 Spanish, within seven (7) calendar days following the Settlement Administrator's receipt of the Class
21 Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain
22 forwarding addresses of Settlement Class Members if any envelopes are returned.

23 66. Returned Notices. The Settlement Administrator will take steps to ensure that the
24 Notice is received by all Settlement Class Members, including utilization of the National Change of
25 Address Database maintained by the United States Postal Service to review the accuracy of and, if
26 possible, update a mailing address. If no forwarding address is provided, the Settlement Administrator
27 will promptly attempt to determine the correct address using a skip trace or other search using the
28 name, address, and/or Social Security number of the Class Member involved and will then perform a

1 single re-mailing. In the event the procedures in this Paragraph are followed and the intended recipient
2 of a Notice Packet still does not receive the Notice Packet, the Class Member shall be bound by all
3 terms of the Settlement and any Judgment entered by the Court if the Settlement is approved by the
4 Court. Notices will be re-mailed to any Settlement Class Member for whom an updated address is
5 located within ten (10) calendar days following the Settlement Administrator's learning of the failed
6 mailing and its receipt of the updated address. The Notice shall be identical to the original Notice,
7 except that it shall notify the Settlement Class Member that the exclusion (opt out) request or
8 objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after the
9 re-mailing of the Notice.

10 67. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an
11 envelope has not been returned within thirty (30) days of the mailing the Settlement Class Member
12 received the Notice.

13 68. Disputes Regarding Class Data. Settlement Class Members are deemed to participate
14 in the Settlement unless they opt out. The Notice will inform Settlement Class Members of
15 his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during
16 the Class Period and pay periods worked during the PAGA Period. Settlement Class Members may
17 dispute their Workweeks Worked if they feel they were employed more workweeks in the Class
18 Period in California than the Defendant's records show by timely submitting evidence to the
19 Settlement Administrator via mail or e-mail. Defendant's records will be presumed determinative
20 absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate
21 the evidence submitted by the Settlement Class Member and provide the evidence submitted to Class
22 Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to
23 determine the Class Member's actual number of Workweeks Worked and estimated Individual
24 Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit
25 the dispute to the Settlement Administrator to render a final, non-appealable decision. All disputes
26 will be decided within ten (10) business days of the Notice Response Deadline. Settlement Class
27 Members will have until the Notice Response Deadline to dispute Workweeks Worked, object, or opt
28 out, unless extended by the Court. In the event that the Settlement Administrator increases the number

1 of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will
2 recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no
3 event will Defendant be required to increase the Gross Settlement Amount. The Settlement
4 Administrator will inform Settlement Class Members who submit workweek disputes of the final
5 decision regarding the dispute.

6 69. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for
7 the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
8 diligence and proof of mailing with regard to the mailing of the Notice.

9 70. Settlement Class Members' Rights. The Notice shall fully advise each Settlement
10 Class Member of the Settlement, the ability to object to the provisions in the Settlement related to the
11 Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of the
12 Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines
13 for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in
14 accordance with the following guidelines:

15 (a) Requests for Exclusion from Participating Settlement Class. Any Settlement
16 Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement
17 Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or
18 before the Notice Response Deadline. The Request for Exclusion should state in words substantially
19 to this effect:

20 I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
21 HICKS V. DECKER ELECTRIC LAWSUIT. I UNDERSTAND THAT IF I ASK
22 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
23 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS
24 CLAIMS IN THIS LAWSUIT.

25 Any Request for Exclusion must include the full name, address, telephone number, last four
26 digits of the social security number or date of birth, and signature of the Settlement Class Member
27 requesting exclusion. The Request for Exclusion must be returned by mail or e-mail to the Settlement
28 Administrator at the specified address. Any such Request must be made in accordance with the terms

1 set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice
2 Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who
3 timely requests exclusion in compliance with these requirements: (i) will not have any rights under
4 this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on
5 the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to
6 Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the
7 Class Claims. However, all such Class Members shall still be bound by the PAGA Claims release.

8 (b) Binding Effect on Final Settlement Class Members. Except for those
9 Settlement Class Members who timely exclude themselves in compliance with the procedures set
10 forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members
11 for all purposes under this Agreement; (ii) be bound by the terms and conditions of this Agreement,
12 the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, be
13 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
14 of the Settlement.

15 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,
16 other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and
17 may appear at the Final Approval Hearing and orally object, whether or not they have filed a written
18 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
19 Administrator, in writing, of his/her/their objection, which must be postmarked by mail or e-mail by
20 the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the
21 full name, address, telephone number, dates of employment with Defendant of the Objecting
22 Settlement Class Member, the case name and number, the basis for the objection, including any legal
23 support and each specific reason in support of the objection, as well as any documentation or evidence
24 in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name
25 and address of his/her/their counsel. If any Objecting Settlement Class Member wishes to speak at
26 the Final Approval Hearing with respect to the Class Claims, that Objecting Settlement Class
27 Member's written submission should include a request to be heard, and the Court will determine
28 whether Objecting Settlement Class Members will be permitted to speak. The Settlement

1 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three
2 (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due
3 diligence it files with the Court prior to the Final Approval Hearing. Any Participating Class Member
4 who files an objection remains eligible to receive monetary compensation from the Settlement.
5 Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class
6 Member and/or his/her/their counsel related to any objections to the Settlement. Submitting an
7 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
8 preserved only by becoming a party of record by timely and properly intervening or filing a motion
9 to vacate the judgment under Code of Civil Procedure § 663. Settlement Class Members and
10 Aggrieved Employees may not object to, or opt out of, the Settlement with respect to the PAGA
11 Claims. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
12 Members to submit written objections to the Settlement or appeal from the Judgment. To the extent
13 a timely Notice of Objection is withdrawn before final approval, such an objection shall be treated as
14 though no objection has been made.

15 (d) Failure to Object. Any Settlement Class Member who desires to object with
16 respect to the Class Claims but fails to timely submit a written objection waives any right to object
17 and will be foreclosed from making any objection to this Settlement. Any Settlement Class Member
18 who does not timely and properly become a party of record by intervening or filing a motion to vacate
19 the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-
20 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new
21 trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

22 (e) Responses to Objections. Counsel for the Parties may file a response to any
23 objections submitted by Objecting Settlement Class Members at least five (5) court days before the
24 date of the Final Approval Hearing.

25 71. Settlement Class Members will have until the Notice Response Deadline to object or
26 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
27 Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or
28 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class

1 Counsel or Defense Counsel.

2 72. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the
3 QSF of the Settlement Amount, as described in Paragraph 32, that is necessary to make all payments
4 required under this Settlement within seven (7) days after the Effective Date; plus Defendant shall
5 separately pay its share of employer payroll taxes as calculated and directed by the Settlement
6 Administrator.

7 73. Distribution of Funds. No later than seven (7) calendar days after deposit of the
8 payment into the QSF, the Settlement Administrator will mail the payments to the Participating Class
9 Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the
10 Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the
11 Settlement Administration Costs. Notwithstanding the foregoing, the Settlement Administrator will
12 not release the amount designated for the Service Payment to the Class Representatives if Plaintiff
13 provides notice of revocation within the Revocation Period set forth in Paragraph 60 above. In the
14 event Plaintiff provides timely notice of revocation, the amount designated for the Service Payment
15 to the Class Representative shall be allocated to the payments to the Participating Class Members.

16 74. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall have
17 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
18 any Final Settlement Class Member's check is not cashed within that period, and if the aggregate
19 funds represented by the uncashed checks total \$15,000 or more, they will be distributed to each
20 remaining Class Member who is participating in the Settlement and who cashed or deposited their
21 check for their individual Settlement Amount in the same method as used in calculating their
22 respective initial Settlement Amount. If the aggregate funds represented by the uncashed checks total
23 less than \$15,000, they will be sent to the Alliance for Children's Rights, the designated *cy pres*
24 recipient and a non-profit organization. Should there be a distribution to the *cy pres* recipient pursuant
25 to the Settlement, Plaintiff's counsel will submit a post-judgment report of the amount actually paid
26 to the Class and an amendment of the judgment to indicate the amount paid to the *cy pres* recipient
27 pursuant to Code of Civil Procedure section 384. If there is no distribution to the *cy pres* recipient,
28 Class Counsel will submit a report confirming the distribution process and final accounting of the

1 Settlement. However, the Release will be binding upon all Final Settlement Class Members including
 2 those who do not cash their checks within the 180-day period. In the event that any settlement check
 3 is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator
 4 will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to
 5 locate the individual. If a new address is located by these means, the Administrator will have ten (10)
 6 business days to re-issue the check and will notify Defense Counsel and Class Counsel that a re-
 7 issued check has been sent. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the
 8 Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures
 9 on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the
 10 foregoing, in the event a Final Settlement Class Member notifies the Settlement Administrator that
 11 he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall
 12 immediately stop payment on such check. If the check in question has not been negotiated prior to
 13 the stop payment order, the Settlement Administrator will issue a replacement check.

14 75. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
 15 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports
 16 made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a
 17 Party from seeking enforcement of this Agreement.

18 76. Without prejudice to any other remedies, the Settlement Administrator shall agree to
 19 be responsible for any breach of its obligations (whether committed by the Settlement Administrator
 20 or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all
 21 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising
 22 out of any breach committed by the Settlement Administrator or its agents.

23 **G. DUTIES OF THE PARTIES PRIOR TO THE COURT'S APPROVAL**

24 77. Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of
 25 the Preliminary Approval Order accomplishing the following:

26 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement
 27 should be finally approved as fair, reasonable, and adequate as to the Class Members and a hearing
 28 on fees, costs, and the Service Payment;

- 1 (b) Approving as to form and content the proposed Notice;
2 (c) Directing the mailing of the Notice by first class mail to the Settlement Class
3 Members;
4 (d) Preliminarily approving this Settlement; and
5 (e) Preliminarily certifying the class for purposes of this Settlement.

6 78. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this
7 Settlement Agreement and will include the proposed Notice Packet, which will include the Notice of
8 Class Action Settlement document and proposed Mailing Envelope.

9 79. In accordance with Section 2699(1)(2) of the California Labor Code, Plaintiff shall
10 provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiff files his
11 motion for Preliminary Approval of this Settlement with the Court.

12 80. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing,
13 to approve this Agreement because the amount of the PAGA penalties is not adequate, then the Parties
14 shall cooperate in good faith to reallocate the total settlement proceeds, within this Agreement, to try
15 to achieve Final Approval of the Agreement upon any subsequent Court hearings (with no further
16 payment by Defendant being required).

17 **H. DUTIES OF THE PARTIES FOLLOWING COURT'S FINAL APPROVAL**

18 81. In connection with the Final Approval Hearing provided for in this Settlement
19 Agreement, Class Counsel shall submit a proposed Final Approval Order:

- 20 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
21 adequate, and directing consummation of its terms and provisions;
22 (b) Approving Class Counsel's application for an award of attorneys' fees and
23 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and
24 the payment to the Settlement Administrator for costs of administering the settlement; and
25 (c) Entering judgment approving settlement, thereby permanently barring all
26 Participating Class Members from prosecuting any Released Class Claims against any of the Released
27 Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any
28 Released PAGA Claims against any of the Released Parties.

I. VOIDING THE AGREEMENT

82. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement that effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

83. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

84. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

J. OTHER TERMS

85. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction and/or an affirmative defense against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Claim.

86. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

87. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

88. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's

1 preliminary and final approval of the settlement and the final entry of judgment.

2 89. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
3 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
5 or right released and discharged by this Settlement Agreement. This is a material term of this
6 Agreement.

7 90. No Admission. Defendant denies any and all liability to Plaintiff and/or any Settlement
8 Class Member in this Action, as to any and all causes of action that were asserted or that might have
9 been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise to avoid further
10 substantial expense and the inconvenience and distraction of protracted litigation. Defendant has
11 considered the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
12 defenses that Defendant has asserted or could assert against Plaintiff, determined that it is desirable
13 and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set
14 forth in this Agreement.

15 91. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
16 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
17 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
18 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
19 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
20 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
21 all related documents such as the notices, and motions for preliminary and final approval, shall,
22 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible
23 in evidence in any proceeding, except an action or proceeding to approve the settlement and/or to
24 interpret or enforce this Settlement Agreement and the rights and benefits hereunder. The stipulation
25 for class certification as part of this Settlement Agreement is for settlement purposes only, and if, for
26 any reason the settlement is not approved, the stipulation will be of no force or effect.

27 92. Notices. Unless otherwise specifically provided herein, all notices, demands, or other
28 communications given hereunder shall be in writing and shall be deemed to have been duly given as

of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class Members and Aggrieved Employees:

<p>Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861</p>	<p>Joshua Falakassa <i>josh@falakassalaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868</p>
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To Defendant:

<p>Vincent Fisher <i>vfisher@ohaganmeyer.com</i> One Embarcadero Center, Suite 2100 San Francisco, CA 94111 Tel: (415) 578-6900; Fax: (415) 578-6910</p>
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93. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be, in all cases, construed as a whole, according to its fair meaning.

94. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

95. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

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2 96. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion is 10%
3 or more of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw
4 from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab*
5 *initio*, have no force or effect whatsoever, and neither Party will have any further obligation to
6 perform under this Agreement; however, Defendant will remain responsible for paying the reasonable
7 Settlement Administration expenses incurred to that point. Defendant must notify Class Counsel and
8 the Court of its election to withdraw not later than 10 business days after the Settlement Administrator
9 sends the final Exclusion List to Defense Counsel.

10 97. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
11 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written
12 notice to the other Party and allow an opportunity to cure the alleged deficiencies; and Plaintiff and
13 Defendant agree to seek the help of the mediator identified in this Agreement to resolve any dispute
14 they are unable to resolve informally. During this period, the Parties shall bear their own attorneys'
15 fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any
16 person or entity other than Plaintiff or Defendant.

17 98. Press Release. Plaintiff and Class Counsel agree that they will not issue any press
18 release, social media post, internet or website announcement or otherwise initiate any contact with
19 the press regarding the existence or terms of this settlement, unless court ordered.

20 99. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
21 dismissal pursuant to the terms of this Agreement, pursuant to Code of Civil Procedure § 664.6, the
22 Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to
23 interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

24 100. Enforceability. Pursuant to California Evidence Code § 1123(a) and (b), this
25 Agreement is intended by the Parties to be, and shall be, enforceable, binding, and admissible in a
26 court of law.

27 101. Choice of Law. This Settlement Agreement shall be governed by, and construed,
28 enforced, and administered in accordance with, the laws of the State of California, without regard to

its conflicts-of-law rules.

102. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

103. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Released Parties, and their respective heirs, trustees, executors, administrators, successors, and assigns.

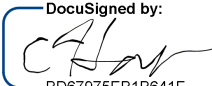
104. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Final Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Final Settlement Class Member.

105. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: May __, 2024
5/22/2024

CLASS REPRESENTATIVE:

DocuSigned by:

BD67975EB1B641F...

CHARLES HICKS, on behalf of himself, the class, the State of California, and the alleged aggrieved employees

1 Dated: May 22 2024

**DEFENDANT:
DECKER ELECTRIC CO., INC.,
ELECTRICAL CONTRACTORS**

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3
4 Dan Boas

Digitally signed by Dan Boas
DN: C=US, E=dboas@deckerelectric.com, O=Decker
Electric, OU=Decker Electric, CN=Dan Boas
Date: 2024.05.22 11:52:00-07'00'

5 DAN BOAS, President, on behalf of and an authorized
6 representative of Decker Electric Co., Inc., Electrical
Contractors

7 Dated: May 22, 2024

8 David Chad

Digitally signed by David Chad
DN: C=US,
E=dchad@deckerelectric.com,
O=Decker Electric, CN=David Chad
Date: 2024.05.22 09:50:06-07'00'

9 DAVID CHAD, President, on behalf of and an authorized
10 representative of Decker Electric Co., Inc., Electrical
Contractors

1 **APPROVED AS TO FORM:**

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3 Dated: May ___, 2024
4 5/21/2024

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9 Dated: May ___, 2024
10 5/21/2024

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15 Dated: May ___, 2024

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CLASS COUNSEL

BOKHOUR LAW GROUP, P.C.

DocuSigned by:
Mehrdad Bokhour
D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiff

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiff and the Putative Class

DEFENDANT’S COUNSEL:

O’HAGAN MEYER LLP

Vincent R. Fisher
Samuel Y. Kim
Attorneys for Defendant,
Decker Electric Co., Inc., Electrical Contractors,

1 **APPROVED AS TO FORM:**

2

CLASS COUNSEL

3 Dated: May ___, 2024

BOKHOUR LAW GROUP, P.C.

4

5

Mehrdad Bokhour
Attorneys for Plaintiff

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7

8 Dated: May ___, 2024

FALAKASSA LAW, P.C.

9

10

Joshua Falakassa
Attorneys for Plaintiff and the Putative Class

11

12

13 Dated: May 22, 2024

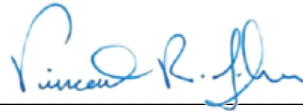
DEFENDANT'S COUNSEL:

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O'HAGAN MEYER LLP

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Vincent R. Fisher
Samuel Y. Kim
Attorneys for Defendant,
Decker Electric Co., Inc., Electrical Contractors,

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