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Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SOLANO

ARTURO CARDENAS, as an individual  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

HIGH END DEVELOPMENT, INC., a  
California corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO. FCS054544

[Assigned to the Hon. Wendy Getty, Dept. 8]

**JOINT STIPULATION FOR CLASS ACTION  
SETTLEMENT**

Complaint Filed: March 16, 2020  
Trial Date: None Set

## JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement ("Agreement" or "Settlement") is made and entered into by and between Plaintiff Arturo Cardenas ("Cardenas," or "Plaintiff") and Defendant High End Development, Inc. ("Defendant") (collectively, the "Parties").

### DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. "Action" means *Cardenas v. High End Development, Inc., et al.*, Case No. FCS054544 (filed on March 16, 2020).

2. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action Settlement.

3. "Aggrieved Employee(s)" means all current and former California employees who received a wage statement from Defendant at any time during the period of time from January 7, 2019, through May 29, 2020. It has been determined that there are approximately 164 individuals that comprise the Aggrieved Employees.

4. "Class" or "Class Member(s)" means all current and former California employees who received a wage statement from Defendant at any time during the period of time from March 16, 2019, through May 29, 2020. It has been determined that there are approximately 117 individuals that comprise of the Class.

5. "Class Counsel" means William L. Marder of Polaris Law Group, LLP, and Dennis S. Hyun of Hyun Legal, APC.

6. "Class Counsel Award" means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to one-third of the Gross Settlement Amount (\$125,000.00), i.e., the sum of \$41,666.67, and costs in the amount of up to \$25,000.00, subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

7. "Class List and Data" means information regarding all Class Members that

Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel spreadsheet and shall include: each Class Member's full name; employee number (if applicable); most recent mailing address; Social Security number; and the number of wage statements received by each Class Member during the Class Period and number of wage statements received by each Aggrieved Employee during the PAGA Period.

8. "Class Period" means the period from March 16, 2019, through May 29, 2020.

9. "Class Representative" and/or "Plaintiff" means Plaintiff Arturo Cardenas.

10. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to \$7,500.00 from the Gross Settlement Amount.

11. "Gross Settlement Amount," or "GSA" means the maximum settlement amount of \$125,000.00 to be paid by Defendant as a result of this Stipulation. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA Penalties, and Class Counsel Award.

12. "Complaint" means the operative Class Action Complaint filed by Plaintiff in this Action on March 16, 2020.

13. "Counsel for Defendant" or "Defense Counsel" means Marcus Dong, Esq. of KAUFMAN DOLOWICH & VOLUCK, LLP.

14. "Court" means the Superior Court for the State of California, County of Solano, or any other court taking jurisdiction of the Action.

15. "Defendant" means Defendant High End Development, Inc.

16. "Effective Date" means the earliest of the following: the date the Court enters final order and judgment approving the Settlement, or if there are objections to the Settlement and they are not withdrawn, then the Effective Date will be the date the final judgment approving settlement becomes final and is no longer subject to any appellate proceedings.

1           17. "Final Approval" means that the Final Approval Order and Judgment have been  
2 entered by the Court.

3           18. "Individual Settlement Payment" means the amount payable from the Net  
4 Settlement Amount to each Participating Class Member and from the PAGA Penalties to each  
5 Aggrieved Employee.

6           19. "Net Settlement Amount," or "NSA" means the balance of the Gross Settlement  
7 Amount remaining after deduction of the approved Class Representative Enhancement Payment,  
8 Settlement Administration Costs, the PAGA Penalties, and Class Counsel Award. The entire Net  
9 Settlement Amount is the maximum amount that will be available for distribution to Participating  
10 Class Members.

11           20. "Notice of Objection" means a Class Member's valid and timely written objection  
12 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full  
13 name, signature, address, and telephone number; (b) a written statement of basis for the objection;  
14 and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice  
15 of Objection must be returned by mail to the Settlement Administrator at the specified address  
16 indicated in the Notice Packet, and be postmarked or by the Response Deadline.

17           21. "Notice Packet" means the Notice of Proposed Class Action Settlement,  
18 substantially in the form attached as Exhibit A.

19           22. "PAGA Penalties" means the portion of the Gross Settlement Amount that the  
20 Parties have agreed will be allocated to resolve all claims and remedies under the Private  
21 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, "PAGA"). The amount of the  
22 PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l).  
23 The Parties have agreed that \$12,500.00 of the Gross Settlement Amount shall be allocated to the  
24 resolution of any Class Members' claims arising under PAGA. Pursuant to the PAGA, 75%, i.e.  
25 the \$9,375.00, of the PAGA Penalties shall be paid to the California Labor and Workforce  
26 Development Agency ("LWDA"), and 25%, i.e. the sum of \$3,125.00, of the PAGA Penalties  
27 shall be distributed to Aggrieved Employees based on the formula as set forth herein.

28           23. "PAGA Period" means the period from January 7, 2019, through May 29, 2020.

          24. "Parties" means Plaintiff, as an individual and on behalf of the Settlement Class,

1 and Defendant collectively.

2 25. "Participating Class Members" means all Class Members who do not submit valid  
3 and timely Requests for Exclusion.

4 26. "Preliminary Approval" means the Court's order granting preliminary approval of  
5 the Settlement.

6 27. "Released Class Claims" means any and all class claims contained in the  
7 Complaint for violation of Labor Code § 226, including any penalties and/or damages, under  
8 Labor Code § 226(e), that arose during the Class Period.

9 28. "Released PAGA Claims" means all representative claims under the Private  
10 Attorneys General Act (the "PAGA") based on such violations of Labor Code § 226, including  
11 any penalties under Labor Code § 226.3, that arose during the PAGA Period.

12 29. "Released Parties" means Defendant High End Development, Inc., its subsidiaries,  
13 affiliates, and/or parents, their attorneys, each such entity's successors and predecessors in  
14 interest, and all such entities respective officers, directors, employees, administrators, fiduciaries,  
15 and trustees, whether past or present.

16 30. "Request for Exclusion" means a timely letter submitted by a Class Member  
17 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)  
18 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth  
19 the name, address, telephone number of the Class Member requesting exclusion; (c) be signed by  
20 the Class Member; (d) be returned by mail to the Settlement Administrator at the specified  
21 address indicated in the Notice Packet; and (e) be postmarked on or before the Response  
22 Deadline.

23 31. "Response Deadline" means forty-five (45) days after the Settlement  
24 Administrator initially mails the Notice Packet to Class Members, and the last date on which  
25 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

26 32. "Settlement" means the agreement among parties to resolve the Action, as set forth  
27 in this Stipulation.

28 33. "Settlement Administration Costs" means the fees and expenses reasonably  
incurred by the Settlement Administrator as a result of the procedures and processes expressly

1 required by this Agreement, which are estimated to be Five Thousand Two Hundred and Twenty-  
2 Five Dollars and Twenty-Five Cents (\$5,225.25). Any portion of the Settlement Administration  
3 Costs not use or approved by the Court shall be added to the Net Settlement Amount.

4 34. "Settlement Administrator" means ILYM, Inc.

5 35. "Settlement Payment Check" means the payment to Participating Class Members  
6 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement  
7 and to all Aggrieved Employees who cannot opt-out of this Agreement.

#### 8 RECITALS

9 36. This Settlement is made and entered into by and between Plaintiff and Defendant,  
10 and is subject to the terms and conditions hereof, and to the Court's approval. The Parties  
11 expressly acknowledge that this Agreement is entered into solely for the purpose of  
12 compromising significantly disputed claims and that nothing herein is an admission of liability or  
13 wrongdoing by Defendant.

14 37. Procedural History. On January 7, 2020, Plaintiff submitted her written notice to  
15 the Labor Workforce Development Agency (the "LWDA") alleging violations of Labor Code §§  
16 226 and 226.3 ("PAGA Notice"). On March 16, 2020, Plaintiff filed this class action in Solano  
17 County Superior Court alleging two causes of action for: (1) Violation of Labor Code § 226(a);  
18 and (2) Violation of Labor Code § Labor Code § 2698, *et seq.* (the Private Attorneys General Act,  
19 or the "PAGA"). After more than a year of litigating, including in engaging in formal discovery,  
20 the Parties agreed to mediate the case with Todd Smith, Esq. on February 3, 2022. Prior to  
21 mediation, Defendant produced class data from which Plaintiff's counsel was able to conduct a  
22 damage analysis. After a full day of negotiations, the Parties were able to reach a global  
23 settlement of all class and representative PAGA claims. Plaintiff also executed a general release  
24 of claims, including of any rights under Civil Code § 1542.

25 38. The Parties recognize the risk, expense, and delay in continuing the Action, and  
26 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties  
27 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the  
28 Action.

**TERMS OF AGREEMENT**

Plaintiff, individually and on behalf of the Settlement Class, and Defendant agree as follows:

39. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA Penalties. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Amount as specified in this Agreement.

40. Funding of the Gross Settlement Amount. Defendant will fund the GSA within thirty (30) calendar days of the Effective Date.

41. Class Counsel Award. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to one-third of the Gross Settlement Amount (\$125,000.00), i.e., the sum of \$41,666.67, and costs in the amount of up to \$25,000.00, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

42. Class Representative Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for a Class Representative Enhancement Payment of up to \$7,500.00 to Plaintiff. The Class Representative Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Award and shall hold harmless Defendant and its counsel and Plaintiff's counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Award. Any portion of the Class Representative

Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

43. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, which are estimated to be Five Thousand Two Hundred and Twenty-Five Dollars and Twenty-Five Cents (\$5,225.25). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

44. PAGA Penalties. Subject to Court approval, the Parties agree that the amount of \$12,500.00 of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. Pursuant to the PAGA, 75%, i.e., the \$9,375.00, of the PAGA Penalties shall be paid to the California Labor and Workforce Development Agency ("LWDA"), and 25%, i.e., the sum of \$3,125.00, of the PAGA Penalties shall be distributed to Aggrieved Employees based on the formula as set forth in Section 45 below.

45. Individual Settlement Payment Calculations.

- a. Individual Class Member payments shall be allocated based on the number of wage statements each class member received, i.e., all wage statements issued during the Class Period will be totaled ("Total Wage Statement Number") and then each class member's share shall be calculated by dividing his/her number of wage statements received during the Class Period by the Total Wage Statement Number and multiplied against the Net Settlement Amount.
- b. Payments to Aggrieved Employees shall be allocated based on the number of wage statements each class member received, i.e., all wage statements issued during the PAGA Period will be totaled ("Total PAGA Wage

Statement Number”) and then each class member’s share shall be calculated by dividing his/her number of wage statements received during the PAGA Period by the Total PAGA Wage Statement Number and multiplied against the 25% of the PAGA Penalties portion. Aggrieved Employees cannot exclude themselves from the PAGA Penalties and, therefore, will receive their portion of the PAGA Penalties regardless of whether they exclude themselves from the class settlement.

- c. Class Members and Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive.

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

47. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the amount of the Settlement each Class Member is eligible to receive;
- c. Prior to mailing the Class Members Notices of Proposed Class Action Settlement and Final Fairness and Approval Hearing (“Class Notice” or “Notice Form” or “Notice”), the Settlement Administrator will verify the last known address for each Class Member through a generally utilized, national address update database;
- d. Printing and mailing the Class Members Notice;

1 e. Establishing and maintaining a toll-free informational telephone support  
2 line to assist Class Members who have questions regarding the Notice;

3 f. Conducting additional address searches for mailed Notices that are returned  
4 as undeliverable, and to the extent new and more current addresses are found, the Settlement  
5 Administrator will also reprint and re-mail Notices accordingly;

6 g. Calculating Participating Class Members settlement share, fielding  
7 inquiries from Class Members, and administration of any Requests for Exclusion. This service  
8 will include settlement proceed calculations, printing and issuance of checks, and preparation of  
9 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be  
10 included as part of this service; and

11 h. Providing declarations and/or other information to the Court as requested.

12 48. Delivery of the Class List and Data. Within twenty-one (21) calendar days of  
13 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement  
14 Administrator.

15 49. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the  
16 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to  
17 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing  
18 addresses identified in the Class List.

19 50. Confirmation of Contact Information in the Class List. Prior to mailing, the  
20 Settlement Administrator shall perform a search based on the National Change of Address  
21 Database for information to update and correct for any known or identifiable address changes.

22 51. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
23 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the  
24 Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's  
25 estimated Individual Settlement Payment and the formula for calculating Individual Settlement  
26 Payments, if they do not request to be excluded; (5) the dates which comprise the Class Period;  
27 (6) instructions on how to submit valid Requests for Exclusion, or objections; (7) the deadlines by  
28 which the Class Member must submit Request for Exclusions or Notices of Objection to the  
Settlement; (8) the date for the final approval hearing; and (9) the claims to be released. The

1 Notice Packet will also inform Class Members that in order to receive the Individual Settlement  
2 Payment, they do not need to do anything except keep the Settlement Administrator apprised of  
3 their current mailing addresses.

4 52. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement  
5 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly  
6 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
7 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding  
8 address is provided, the Settlement Administrator shall promptly attempt to determine the correct  
9 address using a skip-trace, or other search using the name, address and/or Social Security number  
10 of the Class Member involved, and shall then perform a re-mailing. Those Class Members who  
11 receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days  
12 from the original Response Deadline.

13 53. Request for Exclusion Procedures. Any Class Member may opt-out from the  
14 Settlement by submitting a written Request for Exclusion to the Settlement Administrator  
15 postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name,  
16 address, telephone number; (2) clearly state that the Class Member does not wish to be included  
17 in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement  
18 Administrator at the specified address; and (5) be postmarked on or before the Response  
19 Deadline. The date of the postmark shall be the exclusive means to determine whether a Request  
20 for Exclusion has been timely submitted. By submitting such a Request for Exclusion, a Class  
21 Member shall be deemed to have exercised his or her option to opt out of the Action and not be  
22 bound by this Agreement. Accordingly, a Class Member that timely submits a valid Request for  
23 Exclusion will not be entitled to any payments under this Settlement and will not be bound by the  
24 terms of the Settlement. Any Class Member who fails to submit a valid and timely Request for  
25 Exclusion on or before the Response Deadline shall be deemed a Participating Class Member, and  
26 will be bound by all terms of the Settlement, if the Settlement is granted final approval by the  
27 Court.

28 54. Settlement Terms Bind All Aggrieved Employees Even if They Opt-Out. As  
noted herein, Aggrieved Employees cannot opt-out of the PAGA Penalties and Released PAGA

1 Claims, even if they opt-out of the class settlement. Aggrieved Employees will receive their  
2 portion of the Individual Settlement Payment from the PAGA Penalties. *Villacres v. ABM Indus.*  
3 *Inc.*, 189 Cal. App. 4th 562 (2010).

4 55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
5 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely  
6 Request for Exclusion shall be bound by all of its terms, including those pertaining to the  
7 Released Claims, as well as any Judgment that may be entered by the Court.

8 56. Objection Procedures. Any Class Member who does not opt-out of this Settlement  
9 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must  
10 return by mail a written statement of objection to the Settlement Administrator at the specified  
11 address by the Response Deadline. The date of the postmark on the Notice of Objection shall be  
12 deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of  
13 Objection must include: (a) the objector's full name, signature, address, and telephone number;  
14 (b) a written statement of the basis for the objection; and (c) any copies of papers, briefs, or  
15 documents upon which the objection is based. Class Members who submit a timely Notice of  
16 Objection will have the right to appear at the final approval hearing to have their objections heard  
17 by the Court, at their own expense. Additionally, even if a Class Member does not submit a  
18 timely Notice of Objection, he/she may still appear at the final approval hearing and present oral  
19 objections to the Court. At no time shall any of the Parties or their counsel seek to solicit or  
20 otherwise encourage Class Members to submit written objections to the Settlement or appeal from  
21 the Order and Judgment. Class Counsel shall not represent any Class Members with respect to  
22 any such objections to this Settlement. Any Class Member who submits a valid Request for  
23 Exclusion shall not be allowed to object to this Settlement.

24 57. Settlement Administrator's Reports of Information. The Settlement Administrator  
25 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of  
26 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement  
27 Administrator will provide to counsel for both Parties any updated reports regarding the  
28 administration of the Settlement as needed or requested. The Settlement Administrator shall also  
forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,

1 if requested by Parties' counsel, the Settlement Administrator shall forward any Requests for  
2 Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is  
3 valid and timely.

4 58. Distribution Timing of Individual Settlement Payments. Within ten (10) business  
5 days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue  
6 payments to (1) Participating Class Members; (2) the Labor and Workforce Development  
7 Agency; (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a  
8 payment to itself for services performed in connection with the Settlement.

9 59. Uncashed Settlement Payment Checks. Any checks issued by the Settlement  
10 Administrator to Class Members shall be negotiable for not less than one hundred and eighty  
11 (180) days from the date of their issuance. In the event an Individual Settlement Payment check  
12 has not been cashed within one hundred and eighty (180) days, all funds represented by such  
13 uncashed checks shall be distributed to Legal Aid at Work in compliance with California Code of  
14 Civil Procedure § 384(b). In such event, those Class Members will nevertheless remain bound by  
15 the Settlement.

16 60. Certification of Completion. Upon completion of administration of the Settlement,  
17 the Settlement Administrator shall provide a written declaration under oath to certify such  
18 completion to the Court and counsel for all Parties, including in compliance with California Code  
19 of Civil Procedure § 384(b).

20 61. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided  
21 or rescinded due to the Court's refusal to grant final approval of the settlement notwithstanding  
22 the attempts by the Parties to obtain final approval, any costs incurred by the Settlement  
23 Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this  
24 Agreement.

25 62. Treatment of Individual Settlement Payments. All Individual Settlement Payments  
26 shall be allocated as follows: 90% as penalties and 10% as interest. The Individual Settlement  
27 Payments shall be reported on an IRS Form 1099 by the Settlement Administrator.

28 63. Administration of Taxes by the Settlement Administrator. The Settlement  
Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class

1 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant  
2 to this Agreement.

3 64. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and  
4 Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments  
5 called for hereunder, and Plaintiff and Participating Class Members and Aggrieved Employees  
6 are not relying on any statement, representation, or calculation by Defendant, Defendant's  
7 counsel, Plaintiff's counsel, or by the Settlement Administrator in this regard. Plaintiff,  
8 Participating Class Members and Aggrieved Employees understand and agree that they will be  
9 solely responsible for the payment of any taxes and penalties assessed on their respective  
10 payments described herein and will defend, indemnify, and hold Defendant, Defendant's counsel,  
11 Plaintiff's counsel and the Settlement Administrator free and harmless from and against any  
12 claims resulting from treatment of such payments as non-taxable damages.

13 65. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
14 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
15 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
16 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
17 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
18 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
19 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
21 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230  
22 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
23 EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL  
24 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,  
25 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
27 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
28 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
3 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
7 AGREEMENT.

8 66. No Prior Assignments. The Parties and their counsel represent, covenant, and  
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
11 demand, action, cause of action or right herein released and discharged.

12 67. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all  
13 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or  
14 permitted assigns, hereby do and shall be deemed to have fully, finally and forever released,  
15 settled, compromised, relinquished and discharged any and all of the Released Parties of and from  
16 any and all Released Class Claims. The Settlement Class and each member of the Class who has  
17 not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for  
18 the Released Class Claims for any period during the Class Period.

19 68. Release of Claims by Aggrieved Employees. Upon the Effective Date, Plaintiff  
20 and all Aggrieved Employees, as well as their spouses, heirs, executors, administrators, trustees,  
21 and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever  
22 released, settled, compromised, relinquished and discharged any and all of the Released Parties of  
23 and from any and all Released PAGA Claims that arose during the PAGA Period, regardless of  
24 whether they opted-out or not.

25 69. Named Plaintiff's Released Claims: Upon the Effective Date, Plaintiff will release  
26 the Released Parties from any and all past, present, and future claims, actions, demands, causes of  
27 action, suits, debts, obligations, damages, rights or liabilities, of any nature and description  
28 whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or

1 unexpected, pursuant to any theory of recovery (including but not limited to those based in  
2 contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or  
3 regulation), and for claims for compensatory, consequential, punitive or exemplary damages,  
4 statutory damages, penalties, interest, attorneys' fees, costs or disbursements, against the  
5 Released Parties, including unknown claims covered by California Civil Code section 1542, by  
6 Plaintiff, arising during the period from the beginning of the Plaintiff's first interaction with any  
7 defendant to the date on which the Court enters the order of Final Approval of this Settlement, for  
8 any type of relief that can be released as a matter of law, including, without limitation, claims for  
9 wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated  
10 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or injunctive,  
11 declaratory or equitable relief, with the exception of any claims which cannot be released as a  
12 matter of law. Plaintiff will generally release all known and unknown claims against the  
13 Released Parties, and waive the application of section 1542 of the California Civil Code. The  
14 claims released pursuant to this paragraph include but are not limited to the Settlement Class  
15 Members' Released Claims, as well as any other claims under any provision of the Fair Labor  
16 Standards Act, the California Labor Code, the California Code of Regulations, or any applicable  
17 California Industrial Welfare Commission Wage Order(s), and claims under state or federal  
18 discrimination statutes, including, without limitation the California Fair Employment and  
19 Housing Act, California Government Code section 12940 *et seq.*; the California Constitution;  
20 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with  
21 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967,  
22 as amended; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*;  
23 and all of their implementing regulations and interpretive guidelines. In furtherance of this  
24 Agreement, Plaintiff, for himself only, waives any rights provided by California *Civil Code*  
25 Section 1542, which states:

26 A general release does not extend to claims that the creditor or  
27 releasing party does not know or suspect to exist in his or her favor  
28 at the time of executing the release and that, if known by him or  
her, would have materially affected his or her settlement with the  
debtor or released party.

1           70.   Calculation of Gross Settlement Amount. Defendant estimates there are  
2 approximately 117 Class Members who received 1,310 wage statements and 164 Aggrieved  
3 Employees who received 1,867 wage statement. In the event that any of these numbers increase  
4 by more than 10%, Defendant understands and agrees to increase the Gross Settlement Amount  
5 in an equal percentage, e.g., if the number of Class Members is actually 129 individuals,  
6 Defendant shall increase the Gross Settlement Amount by 11%, or \$13,750.00. Likewise, if the  
7 number of wage statements received by Class Members is actually 1,454, Defendant shall  
8 increase the Gross Settlement Amount by 11%, or \$13,750.00. Defendant understands and  
9 agrees that this same provision applies to the Aggrieved Employees and their wage statements.

10           71.   Nullification of Settlement. In the event that the Settlement does not become final  
11 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be  
12 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall  
13 likewise be treated as void from the beginning.

14           72.   Disputes Regarding Individual Settlement Payments. In the event that Class  
15 Members have a dispute as to the data provided by the Defendant, Class Members will have the  
16 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement  
17 Administrator will consult with the Parties to determine whether an adjustment is warranted. The  
18 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual  
19 Settlement Payments under the terms of this Agreement, and that determination shall be binding.

20           73.   Disputes Regarding Administration of Settlement. Any disputes not resolved by  
21 the Settlement Administrator concerning the administration of the Settlement will be resolved by  
22 the Court under the laws of the State of California. Prior to any such involvement of the Court,  
23 counsel for Parties will confer in good faith to resolve the disputes without the necessity of  
24 involving the Court.

25           74.   Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
26 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval  
27 Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final  
28 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the

1 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the  
2 Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms of  
3 this Settlement, and will include the proposed Notice Packet, attached to this Agreement as  
4 Exhibit A.

5 75. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit  
6 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's  
7 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the  
8 Final Approval of the Settlement along with the amounts properly payable for (i) Individual  
9 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class  
10 Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement  
11 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to  
12 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and  
13 costs application to be heard at the final approval hearing.

14 76. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the  
15 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent  
16 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing  
17 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms  
18 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as  
19 may be appropriate under court rules or as set forth in this Agreement.

20 77. Exhibits Incorporated by Reference. The terms of this Agreement include the  
21 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully  
22 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

23 78. Entire Agreement. This Agreement and any attached Exhibits constitute the  
24 entirety of the Parties' Settlement terms and supersedes any prior agreements. No other prior or  
25 contemporaneous written or oral agreements may be deemed binding on the Parties.

26 79. Disputes Regarding Language of Final Settlement Agreement. If the Parties have  
27 a dispute with regard to the language of the Agreement, the Parties agree to informally resolve the  
28 dispute through good faith meet and confer efforts. Should those efforts be unsuccessful, the

Parties agree to mediate the dispute with the Todd Smith, Esq.

80. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel.

81. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

83. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

84. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts and by DocuSign signatures. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

85. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

86. Invalidity of Any Provision. Before declaring any provision of this Agreement

1 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible  
2 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
3 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no  
4 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the  
5 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable  
6 provision had never been included in this Agreement.

7 87. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,  
8 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the  
9 amount Class Counsel requests, and either party may appeal any order that materially alters the  
10 Agreement's terms.

11 88. Class Action Certification. The Parties are agreeing to class certification for  
12 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an  
13 admission of any kind by Defendant, including without limitation, that certification of a class for  
14 trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the  
15 requisite elements for class treatment of any of the claims in this Action. If, for any reason, the  
16 Settlement is not finally approved, this Agreement will be void and the Parties will be restored to  
17 their respective positions in the lawsuit as if they not entered into this Agreement. The Parties  
18 further agree that this Agreement, the final stipulation of Settlement, or any documents or orders  
19 issued related to this Settlement will not be admissible in this or any other proceeding as evidence  
20 that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class  
21 Member, other than according to the Settlement's terms.

22 89. Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
23 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
24 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
25 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
26 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
27 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
28 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,

1 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
2 construed as an admission or concession by Defendant of any such violations or failures to  
3 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this  
4 Agreement, this Agreement and its terms and provisions shall not be offered or received as  
5 evidence in any action or proceeding to establish any liability or admission on the part of  
6 Defendant or to establish the existence of any condition constituting a violation of, or a non-  
7 compliance with, federal, state, local or other applicable law.

8 90. Captions. The captions and section numbers in this Agreement are inserted for the  
9 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
10 provisions of this Agreement.

11 91. Waiver. No waiver of any condition or covenant contained in this Agreement or  
12 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or  
13 constitute a further waiver by such party of the same or any other condition, covenant, right or  
14 remedy.

15 92. Enforcement Actions. In the event that one or more of the Parties institutes any  
16 legal action or other proceeding against any other Party or Parties to enforce the provisions of this  
17 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
18 Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'  
19 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20 93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
21 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more  
22 strictly against one party than another merely by virtue of the fact that it may have been prepared  
23 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
24 between the Parties, all Parties have contributed to the preparation of this Agreement.

25 94. Representation By Counsel. The Parties acknowledge that they have been  
26 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
27 and that this Agreement has been executed with the consent and advice of counsel.

28 95. Cooperation and Execution of Necessary Documents. All Parties shall cooperate

1 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms  
2 of this Agreement.

3 96. Binding Agreement. The Parties warrant that they understand and have full  
4 authority to enter into this Agreement, and further intend that this Agreement shall be fully  
5 enforceable and binding on all Parties, and agree that it shall be admissible and subject to  
6 disclosure in any proceeding to enforce its terms.

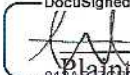
7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
8 Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set  
9 forth below:

10 **SIGNATURES**

11 **READ CAREFULLY BEFORE SIGNING**

12  
13 DATED: March 4, 2022

**PLAINTIFF**

14 DocuSigned by:  
15   
16 Plaintiff Arturo Cardenas  
813AE74B03F14463

17 DATED: March 4, 2022

**DEFENDANT HIGH END DEVELOPMENT,  
INC.**

18  
19  
20  
21 Please Print Name of Authorized Signatory

22  
23 **APPROVED AS TO FORM**

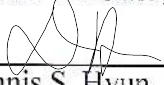
24  
25 DATED: March 4, 2022

**POLARIS LAW GROUP, P.C.**

26   
27 William L. Marder  
28 Attorneys for Plaintiff and the Class

1  
2 DATED: March 4, 2022

3 **HYUN LEGAL, APC**

4   
5 Dennis S. Hyun  
6 Attorneys for Plaintiff and the Class

7 DATED: March 4, 2022

8 **KAUFMAN DOLOWICH & VOLUCK, LLP**

9 By:

10 \_\_\_\_\_  
11 Marcus Dong, Esq.  
12 Attorneys for Defendant  
13 HIGH END DEVELOPMENT, INC.  
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1 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms  
2 of this Agreement.

3 96. Binding Agreement. The Parties warrant that they understand and have full  
4 authority to enter into this Agreement, and further intend that this Agreement shall be fully  
5 enforceable and binding on all Parties, and agree that it shall be admissible and subject to  
6 disclosure in any proceeding to enforce its terms.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
8 Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set  
9 forth below:

10 **SIGNATURES**

11 **READ CAREFULLY BEFORE SIGNING**

12  
13 DATED: March 8, 2022

**PLAINTIFF**

14  
15 \_\_\_\_\_  
Plaintiff Arturo Cardenas

16  
17 DATED: March 8, 2022

**DEFENDANT HIGH END DEVELOPMENT,  
INC.**

18  
19 \_\_\_\_\_  
20   
21 James Metzger  
22 Please Print Name of Authorized Signatory

23 **APPROVED AS TO FORM**

24  
25 DATED: March 8, 2022

**POLARIS LAW GROUP, P.C.**

26  
27 \_\_\_\_\_  
William L. Marder  
Attorneys for Plaintiff and the Class

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DATED: March 8, 2022

**HYUN LEGAL, APC**

\_\_\_\_\_  
Dennis S. Hyun  
Attorneys for Plaintiff and the Class

DATED: March 8, 2022

**KAUFMAN DOLOWICH & VOLUCK, LLP**

By: \_\_\_\_\_

  
\_\_\_\_\_  
Marcus Dong, Esq.  
Attorneys for Defendant  
HIGH END DEVELOPMENT, INC.

## **EXHIBIT “A”**

**Arturo Cardenas v. High End Development, Inc.**  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO**  
**(CASE NO. FCS054544)**

**NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)**

**IF YOU ARE A CURRENT OR FORMER EMPLOYEE WHO RECEIVED A WAGE STATEMENT FROM HIGH END DEVELOPMENT, INC. (“DEFENDANT”) AT ANY TIME DURING THE PERIOD OF TIME FROM MARCH 16, 2019, THROUGH MAY 29, 2020, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS-ACTION SETTLEMENT.**

*The Solano County Superior Court (“Court”) authorized this Notice to be sent by [insert] (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»  
SIMID «SIMID»  
**ATTN:** «FirstName» «LastName»  
«Address1» «Address2»  
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE  
APPROXIMATELY  
\$«MERGED\_EstSettAmnt\_CALC»  
THROUGH THIS CLASS ACTION  
SETTLEMENT**

- A former employee, Arturo Cardenas (“Named Plaintiff”), individually and on behalf of all other similarly situated employees, has sued Defendant.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can DO NOTHING</b>                                                                        | <b>You will receive a payment from the settlement.</b> If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will <b>lose</b> any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you. |
| <b>You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT</b><br>(Deadline: _____,<br><b>2022/2023</b> ) | <b>If you ask to be excluded from the settlement, you will get no payment from the settlement,</b> but you will <b>keep</b> any rights to sue Defendant separately for the same legal claims made in this lawsuit. <b>Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.</b>                                                                                                                                                                                                                                                                                                                                                                               |

**Can OBJECT TO THE SETTLEMENT**  
**(Deadline: \_\_\_\_\_, 2022/2023)**

If you feel that the settlement is unfair, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

**THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.**

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

**1. Why Should You Read This Notice?**

You should read this Notice because you may be entitled to money from a class-action settlement.

**2. What Is This Lawsuit About?**

In the lawsuit, the Named Plaintiff claimed that Defendant failed to provide wage statements in compliance with the law. Plaintiff seeks all applicable damages and penalties. Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing.

**3. Why Is This A Class Action?**

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Arturo Cardenas), sues on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Solano County Superior Court is in charge of the case. The lawsuit is known as *Arturo Cardenas v. High End Development, Inc.*, Case No. FCS054544.

**4. Why Is There A Settlement?**

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff believes he could have won at trial. Defendant thinks the Named Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

**5. How Do I Know If I Am Part Of The Settlement?**

The Court has decided that all current and former California employees who received a wage statement from Defendant at any time during the period of time from March 16, 2019, through May 29, 2020 (the “Class Period”), are class members.

The Court has also decided that all current and former California employees who received a wage statement from Defendant at any time during the period of time from January 7, 2019, through May 29, 2020 (the “PAGA Period”), are aggrieved employees pursuant to the Private Attorneys General Act (the “PAGA”).

**6. What Does The Settlement Provide?**

The proposed settlement provides for a cash payment by Defendant of \$125,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after

deducting the following (the “Net Settlement Amount”): (a) settlement-administration costs estimated to be \$5,225.25; (b) class-representative service award to Named Plaintiff not to exceed \$7,500.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$41,666.67; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$25,000.00; and (e) the PAGA settlement amount (\$9,375.00 which will be paid to the State of California Labor and Workforce Development Agency for alleged penalties (75% of the \$12,500.00 in PAGA Penalties). **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s class-representative service award remain subject to Court approval.** No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

Further, Aggrieved Employees will receive their proportionate share of the PAGA Penalties, which is 25% of the PAGA Penalties, or \$3,125.00 (25% of \$12,500.00). Please be advised that you cannot opt-out of the PAGA Penalties and, so, you will receive a payment of your portion of the PAGA Penalties, regardless of whether you opt-out. You will also release your claims under the PAGA arising from the wage statement violation alleged in this lawsuit.

#### 7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of wage statements you received during the Class and PAGA Periods as compared to the total wage statements received by all class members in that same periods. Based upon Defendant’s records, the number of wage statements you received is \*\* and your estimated payment is \$\*\*\*\*\*. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of paper and/or live wage statements, see below (Question 9).

#### 8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about forty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

#### 9. What If You Believe The Information Is Inaccurate?

If you believe the number of wage statements you received during the Class and/or PAGA Periods is inaccurate, you may dispute it by sending a letter to [ADMINISTRATOR’S ADDRESS] no later than \_\_\_\_\_, 2022/2023. Be sure to include the name of this case, *Arturo Cardenas v. High End Development*, your name, address, telephone number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute. The Settlement Administrator shall determine who is correct and its determination is final.

#### 10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Covered Period that are based on the facts alleged by Named Plaintiff in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

**Release of Claims:** Upon the Effective Date, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release High End Development, Inc., its subsidiaries, affiliates, and/or parents, their attorneys, each such entity’s successors and predecessors in interest, and all such entities respective officers, directors, employees, administrators, fiduciaries, and trustees, whether past or present, from

1. All class claims contained in the Complaint for violation of Labor Code § 226, including any penalties and/or damages, under Labor Code § 226(e), that arose during the Class Period; and

2. All representative claims under the Private Attorneys General Act (the “PAGA”) based on such violations of Labor Code § 226, including any penalties under Labor Code § 226.3, that arose during the PAGA Period.

Again, while you can opt-out from the class release and Individual Class Settlement payment, as described in Section 11 below, you cannot opt-out from the release of representative claims under the PAGA and you will still receive your proportionate share of the PAGA Penalties.

#### 11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Arturo Cardenas v. High End Development, Inc.* settlement. You must include your name, address, telephone number and last four digits of your Social Security Number. You must mail your exclusion letter postmarked no later than \_\_\_\_\_, 2022/2023, to the Settlement Administrator at \*\*\*\*\*. If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

#### 12. If I Don’t Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the class claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Again, if you exclude yourself from this settlement, you will not receive your Individual Class Settlement payment, but you will still get your share of the PAGA Penalties.

#### 13. How Do I Tell The Court That I Don’t Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair, or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

You can object to the proposed settlement in writing. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, regardless of whether you submitted a timely written objection to the Settlement Administrator. All objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection to the Settlement Administrator at \*\*\*\*\* and it must be postmarked by no later than \_\_\_\_\_, 2022/2023. In the event that you mail the objection, you must postmark it by \_\_\_\_\_, 2022/2023. Nevertheless, even if you don’t object, you can still appear at the final approval hearing and present any objections orally to the Court.

#### 14. What Is The Difference Between Objecting And Excluding?

You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don’t want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

#### 15. Do I Have A Lawyer In This Case?

The Court decided that the law firms Polaris Law Group, and Hyun Legal, APC, all of which represent the Named Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Class Settlement Amount. Class Counsel will ask for up to \$41,666.67 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$25,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$7,500.00 will be paid from the Class Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Wendy Getty at **a.m./p.m. on \*\*\*\*, 2022/2023**, in Courtroom 8 of the Superior Court of California for the County of Solano, located at 580 Texas St., Fairfield, California 94533, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Hearings before the judge overseeing this case are again being conducted in person. However, remote appearances are still permitted. Members of the public, the media, professional journalists or interested persons may request to be included in a fully virtual remote court proceeding. Such a request should be made at least one day in advance to permit sufficient time to administer the request. Requests to join a remote proceeding should be submitted by e-mail to [courtoutreach@solano.courts.ca.gov](mailto:courtoutreach@solano.courts.ca.gov). Interested parties may check the court website to view all public calendars to determine which matters are being heard remotely. Once final approval is granted by the Court, the Court will enter judgment against Defendant. All Class Members who have not requested exclusion will be deemed to have waived the Released Claims set forth above. Additionally, all Aggrieved Employees will release the representative claims under the PAGA set forth above, even if they have opted out from the Class.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What Is The Contact Information Class Counsel?

|                                                                                                                                                                              |                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>POLARIS LAW GROUP<br/>William L. Marder<br/>501 San Benito Street<br/>Suite 200<br/>Hollister, California 95023<br/>Telephone: (831) 531-4214<br/>Fax: (831) 634-0333</p> | <p>HYUN LEGAL, APC<br/>Dennis S. Hyun<br/>515 South Figueroa Street<br/>Suite 1250<br/>Los Angeles, California 90071<br/>Telephone: (213) 488-6555<br/>Fax: (213) 488-6554</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**WHAT IF I HAVE QUESTIONS?**

**If you have any questions about the settlement, you may contact the Settlement Administrator:**

*Arturo Cardenas v. High End Development, Inc.*

c/o [INSERT ADMINISTRATOR]

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**

**PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, EMPLOYEES, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**