

Sam Kim [SBN 258467]
Yoonis Han [SBN 256151]
VERUM LAW GROUP, APC
841 Apollo Street, Suite 340
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010
skim@verumlg.com
yhan@verumlg.com

Attorneys for Plaintiffs JOSE B. AGUAS, DANIEL NUNEZ and all other similarly situated persons

CUMMINS & WHITE, LLP
Erick J. Becker (Bar No. 137180)
E-mail: ebecker@cwlawyers.com
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660-0764
Telephone: (949) 852-1800
Facsimile: (949) 852-8510

Attorneys for Defendant MAMCO, INC. dba ALABBASI CONSTRUCTION AND ENGINEERING

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JOSE B. AGUAS, DANIEL NUNEZ, on
behalf of themselves and all others
similarly situated

Plaintiffs,

v.

MAMCO, INC. dba ALABBASI
CONSTRUCTION AND ENGINEERING,
a California Corporation, and DOES 1-20,
inclusive,

Defendants.

Case No. RIC1902499

Assigned for All Purposes to:
The Hon. Sunshine S. Sykes
Dept. 06

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

Filed: April 18, 2019
Trial Date: None

///

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiffs JOSE B. AGUAS and DANIEL NUNEZ individually and on behalf of the
3 Settlement Class Members, Aggrieved Employees, and Defendant MAMCO, INC. dba
4 ALABBASI CONSTRUCTION AND ENGINEERING.

5 **I. DEFINITIONS**

6 A. "Settlement Agreement" or "Settlement" or means this Stipulation of Class
7 Action Settlement.

8 B. "Action" means the action entitled Aguas et al., v. Mamco, Inc. dba. Alabbasi
9 Construction and Engineering, Case No. RIC1902499 filed in the Riverside Superior Court.

10 C. "Aggrieved Employees" means all non-exempt Field Employees who worked for
11 Defendant at any time during the PAGA Period.

12 D. "Class Counsel" means Verum Law Group, APC, including Sam Kim and Yoonis
13 Han.

14 E. "Class Counsel Award" means attorneys' fees for Class Counsels' litigation and
15 resolution of the Action (not to exceed 33.33% of the Maximum Settlement Amount), and Class
16 Counsels' expenses and costs incurred in connection with the Action (not to exceed Fourteen
17 Thousand Dollars and Zero Cents (\$14,000.00), all to be distributed from the Maximum
18 Settlement Fund.

19 F. "Class Data" means information regarding Class Members that Defendant will, in
20 good faith, compile from its records and shall be authorized by the Court to transmit in a secure
21 manner to the Settlement Administrator. The Settlement Administrator shall agree in writing to
22 maintain Class Information in a secure manner. The Class Data shall be formatted as a Microsoft
23 Excel spreadsheet and shall include the following information for each Class Member: (1)
24 employee identification number; (2) full name; (3) last known address; (4) last known home
25 telephone number; (5) Social Security Number; and (6) start and end dates of employment.

26 G. "Class Distribution" shall mean the distribution of the Net Settlement Amount to
27 the Settlement Class by the Settlement Administrator.

1 H. “Class” or “Class Members” means “All non-exempt Field Employees employed
2 by Defendant at anytime between April 18, 2015 to February 26, 2021. Field Employees consist
3 of Field Staff and Field Support employees. Field Staff employees are all prevailing wage
4 classifications, field mechanics, laborers, operators, masons, carpenters, and office personnel.
5 Field Support employees are all delivery drivers, and other non-prevailing field staff.

6 I. “Class Notice” means the Notice of Proposed Class Action Settlement attached
7 hereto as **Exhibit 1.**

8 J. “Class Period” means the period from April 18, 2015 to February 26, 2021.

9 K. “Class Representative Service Award” means the amount that the Court
10 authorizes to be paid to Plaintiffs, in addition to their respective Individual Settlement Payment,
11 in recognition of their efforts and risks in assisting with the prosecution of the Action and in
12 exchange for executing the General Release provided herein.

13 L. “Class Representatives” means Plaintiffs in their capacity as representatives of
14 the Settlement Class Members.

15 M. “Compensable Class Workweeks” means the total number of workweeks during
16 which Settlement Class Members worked for Defendant during the Class Period based upon the
17 Class Data, and which shall be used to calculate the Individual Settlement Payments.

18 N. “Compensable PAGA Workweeks” means the total number of workweeks during
19 which Aggrieved Employees worked for Defendant during the PAGA Period based upon the
20 Class Data, and which shall be used to calculate the PAGA Payments.

21 O. “Court” means the Superior Court of the State of California for the County of
22 Riverside.

23 P. “*Aguas*” means the class-action lawsuit, entitled *Aguas, et. al. v. Mamco, Inc. dba*
24 *Alabbasi Construction and Engineering*, filed on April 18, 2019 in the Superior Court for the
25 State of California, County of Riverside (Case No. RIC1902499).

26 Q. “Defendant” means Mamco, Inc. dba Alabbasi Construction and Engineering.

27 R. “Effective Date” means 65 days after final approval or day after appeal is
28 dismissed or withdrawn, or appeal is decided upholding propriety of settlement.

1 S. “Individual Settlement Payment” means the amount payable from the Net
2 Settlement Amount to each Settlement Class Member who has not submitted a Request for
3 Exclusion.

4 T. “Information Sheet” means the document which contains the Class Member’s
5 individualized information, including his or her Compensable Workweeks and estimated
6 Individual Settlement Payment, and attached hereto as **Exhibit 1.**

7 U. “Maximum Settlement Fund” means the sum of the Individual Settlement
8 Payments, the Class Representative Service Awards, the Class Counsel Award, PAGA Payment,
9 the Settlement Administration Costs, up to a maximum of One Million Dollars and Zero Cents
10 (\$1,000,000.00). This is a non-reversionary settlement. The employer-side payroll taxes shall
11 be separately paid by Defendant, not from the Maximum Settlement Fund. No claims made
12 process will be required to receive settlement funds by Settlement Class Members.

13 V. “Net Settlement Amount” or “NSA” means the Maximum Settlement Fund, less
14 Class Counsel Award, Class Representative Service Awards, PAGA Payment portion allocated
15 to LWDA, and Settlement Administration Costs.

16 W. “Notice Packet” means the Notice of Proposed Class Action Settlement (“Class
17 Notice”), Information Sheet, Notice of Objection Form, and Request for Exclusion in forms
18 substantially similar to the form attached hereto as **Exhibit 1.**

19 X. “Notice of Objection Form” means the written statement instructing the objecting
20 Class Member that the objection must be mailed to the Settlement Administrator, stating the
21 name and address of the settlement administrator, and stating the date by which the objection
22 must be mailed. The Notice of Objection Form included in the Notice Packet is attached hereto
23 as **Exhibit 1.**

24 Y. “PAGA” means the California Labor Code Private Attorneys General Act of
25 2004.

26 Z. “PAGA Payment” means the payment made hereunder to the California Labor
27 and Workforce Development Agency pursuant to PAGA. Twenty-Five Thousand Dollars and
28 Zero Cents (\$25,000.00) has been allocated to penalties under PAGA, of which Eighteen

1 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) shall be paid by the
2 Settlement Administrator directly to the LWDA. The remaining Six Thousand Two Hundred
3 Dollars and Zero Cents (\$6,250.00) shall be part of the Net Settlement Amount and shall be
4 distributed to Aggrieved Employees based on the total number of workweeks worked during the
5 PAGA Period.

6 AA. "PAGA Period" shall mean June 16, 2019 to February 26, 2021.

7 BB. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean
8 either Plaintiffs or Defendant, individually.

9 CC. "Payment Ratio" means the respective Compensable Workweeks for each
10 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class
11 Members.

12 DD. "Plaintiffs" mean Jose B. Aguas and Daniel Nunez.

13 EE. "Preliminary Approval Date" means the date on which the Court enters an order
14 granting preliminary approval of the Settlement Agreement.

15 FF. "Released Class Claims" or "Class Claims" means "all claims stated in the Second
16 Amended Complaint, excluding PAGA, and those based solely upon the facts alleged in the
17 Second Amended Complaint."

18 GG. "Released PAGA Claims" or "PAGA Claims" means the PAGA claims stated in
19 the Second Amended Complaint.

20 HH. "Released Parties" means Defendant and its officers, directors, employees and
21 agents.

22 II. "Releasing Class Parties" means "Settlement Class Members."

23 JJ. "Releasing PAGA Parties" means Plaintiff Daniel Nunez and the Labor &
24 Workforce Development Agency only.

25 KK. "Request for Exclusion" means a written statement requesting exclusion
26 containing the Class Member's name, address, and telephone number to be mailed by Class
27 Members who wish to opt out of the Settlement as to the Class Claims only. To be effective, the
28 Request for Exclusion must be post-marked by the Response Deadline and ultimately received

1 by the Settlement Administrator. The Request for Exclusion included in the Notice Packet is
2 attached hereto as **Exhibit 1.**

3 LL. “Response Deadline” means the date sixty (60) days after the Settlement
4 Administrator mails Notice Packets to Class Members and the last date on which Class Members
5 may submit Requests for Exclusion, objections or Notice of Objections to the Settlement.

6 MM. “Settlement” means the disposition of the Action pursuant to this Settlement
7 Agreement.

8 NN. “Settlement Administrator” means Phoenix Settlement Administrators.

9 OO. “Settlement Administration Costs” means the reasonable costs and fees of
10 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
11 Settlement Amount, including, but not limited to, the duties enumerated below: (1) translating
12 Notice Packets into Spanish; (2) printing and mailing (and re-mailing, if necessary) of Notice
13 Packets to Class Members; (3) preparing and submitting to Settlement Class Members and
14 government entities all appropriate tax filings and forms; (4) computing the amount of and
15 distributing Individual Settlement Payments and resolving any disputes as to the calculation
16 thereof, Class Representative Service Awards and Class Counsel Award; (5) processing and
17 validating Requests for Exclusion and Notice of Objection Forms; (6) establishing a Qualified
18 Settlement Fund, as defined by the Internal Revenue Code; (7) calculating and remitting to the
19 appropriate government agencies all employer and employee payroll tax obligations arising from
20 the Settlement and preparing and submitting filings required by law in connection with the
21 payments required by the Settlement; (8) conducting a skip trace to identify the current address
22 of any and all Class Members whose Notice Packet is returned to the Settlement Administrator
23 as undeliverable; and (9) establishing and maintaining a toll free number to address any inquiries
24 by Class Members regarding administration of the Settlement Agreement.

25 PP. “Settlement Class Members” or “Settlement Class” means all non-exempt Field
26 Employees who worked for Defendant at any time between April 18, 2015 to February 26, 2021,
27 and who has not submitted a timely and valid Request for Exclusion as provided in this
28

1 Settlement Agreement, or who has not previously released the Released Class Claims under a
2 separate agreement.

3 QQ. "PAGA Period" shall mean June 16, 2019 to February 26, 2021.

4 **II. RECITALS**

5 A. On April 18, 2019, Plaintiff Jose B. Aguas filed a putative class action, pursuant
6 to California Code of Civil Procedure section 382, against Defendant in the Riverside Superior
7 Court (Case No. RIC1902499) alleging nine (9) causes of action, including the: (1) failure to pay
8 all wages; (2) non-payment of overtime; (3) failure to provide proper meal periods; (4) failure to
9 authorize and permit proper rest breaks; (5) failure to properly maintain and submit itemized
10 wage statements; (6) violation of Labor Code §§ 201 and 202.7; (7) violation of California
11 Business & Professions Code § 17200 et seq.; (8) failure to pay minimum wage; and (9) violation
12 of the prevailing wage law. Thereafter, on July 30, 2020, Plaintiff Jose B. Aguas filed a First
13 Amended Complaint, adding a class representative, amending the class definition, dismissing the
14 minimum wage claim, and adding theories of liability to the complaint. Finally, on February 17,
15 2021, Plaintiffs Jose B. Aguas and Daniel Nunez filed a Second Amended Complaint adding a
16 claim under the PAGA and further amending the class definition.

17 B. On June 16, 2020, Plaintiff Daniel Nunez gave notice to the LWDA of his PAGA
18 claims, as required under Labor Code § 2698, *et seq.*, LWDA Case No. LWDA-CM-793627-20.

19 C. Defendant denies any liability or wrongdoing of any kind associated with the
20 claims alleged in the Action, disputes the wages, damages and penalties claimed by the Plaintiffs,
21 and further contends that, for any purpose other than settlement, Plaintiffs' claims are not
22 appropriate for class or representative action treatment. Defendant contends, among other things,
23 that, at all times, it has complied with the California Labor Code and the Industrial Wage
24 Commission Orders.

25 D. The Plaintiffs and Class Representatives are represented by Class Counsel. Class
26 Counsel conducted an investigation into the facts relevant to the Action, including interviewing
27 Class Members, an independent investigation into the industry, engaging in extensive informal
28 discovery, reviewing documents and information provided by Defendant during the exchange of

informal discovery, exchanging contact information for Class Members, and obtaining Class Member declarations in preparation for class certification. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

A. Binding Settlement. This Settlement Agreement shall bind the Parties, all Settlement Class Members, Aggrieved Employees, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and the Court's approval.

B. Settlement Consideration. Defendant shall pay the sum of the Individual Settlement Payments, the Class Representative Service Awards, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Settlement Agreement, up to the Maximum Settlement Fund. In no event shall Defendant be required to pay more than the Maximum Settlement Fund, except as provided in Section C below.

C. Pro Rata Increase of Settlement Amount. The Settlement negotiations were based on a class of 400 employees and 33,000 workweeks. If the total number of Class Members or total number of workweeks included in the Settlement Class increases by more than 10%, the Maximum Settlement Fund will increase proportionally per workweek added above the 10% cushion.

D. Release By All Settlement Class Members. Through Final Approval, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in

1 addition to or different from those they now know or currently believe to be true with respect to
2 the claims, causes of action and legal theories of recovery in this case which are the subject matter
3 of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no
4 way limit the scope or definition of the Released Class Claims, and by virtue of this Settlement
5 Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by
6 operation of the final judgment approved by the Court, shall have, fully, finally, and forever
7 settled and released all of the Released Class Claims as defined in this Settlement Agreement.

8 E. Release By Releasing PAGA Parties. Through Final Approval, in exchange for
9 the consideration set forth in this Settlement Agreement, the Releasing PAGA Parties release the
10 Released Parties for PAGA Claims during the PAGA Period as set forth in the Second Amended
11 Complaint.

12 F. General Release and Waiver of Future Employment By Plaintiffs. Through Final
13 Approval, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs,
14 for themselves and their heirs, successors and assigns, do hereby waive, release, acquit and
15 forever discharge the Released Parties, from any and all claims, actions, charges, complaints,
16 grievances and causes of action, of whatever nature, whether known or unknown, which exist or
17 may exist on Plaintiffs' behalf as of the date of this Settlement Agreement, including, but not
18 limited to, any and all tort claims, contract claims, wage claims, including PAGA claims,
19 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
20 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
21 claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising
22 under any federal, state or other governmental statute, law, regulation or ordinance, including,
23 but not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders
24 of California's Industrial Welfare Commission, other state wage and hour laws, the Americans
25 with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
26 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
27 Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
28 California's Whistleblower Protection Act, California Business & Professions Code Section

1 17200 *et seq.*, and any and all claims arising under any federal, state or other governmental
2 statute, law, regulation or ordinance. Plaintiffs also forever release, waive, and relinquish any
3 right or claim to be hired by, or to reinstatement with, Defendant (or the Released Parties).
4 Plaintiffs hereby expressly waive and relinquish any and all claims, rights or benefits that they
5 may have under California Civil Code § 1542, which provides as follows:

6 ***A general release does not extend to claims which the creditor or releasing party***
7 ***does not know or suspect to exist in his or her favor at the time of executing the***
8 ***release which if known by him or her would have materially affected his or her***
9 ***settlement with the debtor or released party.***

10 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which
11 they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle
12 and release any and all claims against the Released Parties, known or unknown, suspected or
13 unsuspected, which exist or may exist on behalf of or against the other at the time of execution
14 of this Settlement Agreement, including, but not limited to, any and all claims relating to or
15 arising from Plaintiffs' employment with Defendant. The Parties further acknowledge,
16 understand and agree that this representation and commitment is essential to the Settlement
17 Agreement and that this Settlement Agreement would not have been entered into were it not for
18 this representation and commitment.

19 G. Conditions Precedent: This Settlement will become final and effective only upon
20 the occurrence of all of the following events:

- 21 1. The Court enters an order granting preliminary approval of the Settlement;
- 22 2. The Court enters an order granting final approval of the Settlement and a
23 Final Judgment in the Action;
- 24 3. The time for appeal of the Final Judgment and Order Granting Final
25 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final
26 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action
27 Settlement; and
28

1 4. Defendant does not invoke its right to revoke the Settlement as provided
2 herein.

3 H. Certification of the Settlement Class. The Parties stipulate to conditional class
4 certification of the Settlement Class for the Class Period for purposes of settlement only. In the
5 event that this Settlement Agreement is not approved by the Court, fails to become effective, or
6 is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
7 from obtaining a complete resolution of the claims as described herein, the conditional class
8 certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall
9 not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with
10 respect to any issue, substantive or procedural, in this Action between the Parties.

11 I. Nullification of Agreement. In the event that this Settlement Agreement is not
12 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
13 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from
14 obtaining a complete resolution of the claims as described herein:

15 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
16 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose
17 or with respect to any issue, substantive or procedural, in this Action between the Parties;

18 2. The conditional class certification (obtained for any purpose) shall be void
19 *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or
20 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, in this
21 Action between the Parties; and

22 3. None of the Parties to this Settlement will be deemed to have waived any
23 claims, objections, defenses or arguments in the Action, including with respect to the issue of
24 class certification.

25 J. Tax Liability. The Parties make no representations as to the tax treatment or legal
26 effect of the payments called for hereunder, and Settlement Class Members are not relying on
27 any statement or representation by the Parties in this regard. Settlement Class Members
28 understand and agree that they will be responsible for the payment of any employee taxes and

penalties assessed on the Individual Settlement Payments described herein and will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement Agreement, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes (except for any obligation of Defendant to pay its share of Employer Taxes, if any).

K. Circular 230 Disclaimer. Each Party to this Settlement Agreement (for purposes of this section, the "acknowledging party" and each Party to this Settlement Agreement other than the acknowledging party, or "other party") acknowledges and agrees that: (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

L. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval, and supporting papers, which shall include this Settlement Agreement, thereby conditionally certifying the Class for settlement purposes only and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to present this Settlement to the Court for preliminary approval. The

Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that the conditional certification of the Class is for settlement purposes only and is in no way an admission by Defendant in the Action or in any other proceeding that class certification is proper.

M. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representatives, Class Counsel, LWDA, Settlement Class Members, and Aggrieved Employees; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court in both English and Spanish; (c) receiving and reporting the Notice of Objection Forms and Requests for Exclusions; (d) deducting all legally required taxes from Individual Settlement Payments and distributing tax forms; (e) processing and mailing tax payments to the appropriate state and federal taxing authorities; (f) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; and (g) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

N. Settlement Administration.

1. Class Data. No later than fifteen (15) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiffs or any third party or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Proposed Class Action (“Class Notice”), Information Sheet, Request for Exclusion, and Notice of Objection Form in a form substantially similar to the form attached hereto as **Exhibit 1**. The Class Notice shall set forth the material terms of the Settlement, including the Released Class Claims and Released PAGA Claims. The Information Sheet also shall be individualized by including of the

Settlement Class Member's starting and ending dates of employment during the Settlement Class Period, the number of Compensable Class Workweeks, the number of Compensable PAGA Workweeks, the estimated amount of their Individual Settlement Payment, and the estimated PAGA Payment.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU ARE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT; YOUR PROMPT REPLY IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members and Aggrieved Employees via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member and Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Employee. In the event more than one address is identified, then the Settlement Administrator shall mail to each potentially valid address.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member and Aggrieved Employee involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members and Aggrieved Employees who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

1 5. Disputes Regarding Individual Settlement Payments. Settlement Class
2 Members and Aggrieved Employees will have the opportunity, should they disagree with
3 Defendant's records regarding the Compensable Class Workweeks and Compensable PAGA
4 Workweeks worked by Settlement Class Members and Aggrieved Employees stated on their
5 Information Sheet, to provide documentation and/or an explanation to show contrary
6 Compensable Class Workweeks and/or Compensable PAGA Workweeks. If there is a dispute,
7 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
8 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
9 any Individual Settlement Payments and PAGA Payments under the terms of this Settlement
10 Agreement. The Settlement Administrator's determination of the eligibility for and amount of
11 any Individual Settlement Payment and PAGA Payments shall be binding upon the Settlement
12 Class Member, Aggrieved Employees and the Parties.

13 6. Disputes Regarding Administration of Settlement. Any disputes not
14 resolved by the Settlement Administrator concerning the administration of the Settlement will be
15 resolved by the Court under the laws of the State of California. Prior to any such involvement
16 of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the
17 necessity of involving the Court.

18 7. Request for Exclusion. The Notice of Class Action Settlement contained
19 in the Notice Packet shall state that Class Members who wish to exclude themselves from the
20 Settlement as to the Class Claims must submit to the Settlement Administrator a written statement
21 requesting exclusion from the Settlement. The written statement must contain the Class
22 Member's name, mailing address, and the last four digits of the Settlement Class Member's
23 Social Security number and/or the Employee ID number. The Request for Exclusion will not be
24 valid if it is not timely submitted by the Response Deadline and received by the Settlement
25 Administrator. The date of the postmark on the return mailing envelope or fax stamp on the
26 Request for Exclusion shall be the exclusive means used to determine whether the Request for
27 Exclusion was timely submitted. Any Class Member who requests to be excluded from the
28 Settlement Class will not be entitled to any recovery under the Settlement and will not be bound

1 by the terms of the Settlement or have any right to object, appeal or comment thereon. Class
2 Members who fail to submit a valid and timely written Request for Exclusion on or before the
3 Response Deadline shall be bound by all terms of the Settlement and any final judgment entered
4 in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar
5 days after the Response Deadline, the Settlement Administrator shall provide counsel for the
6 Parties with a final list of the Class Members who have timely submitted Requests for Exclusion.
7 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members
8 of the Class to submit Requests for Exclusion from the Settlement.

9 i. Objections. The Notice of Class Action Settlement contained in
10 the Notice Packet shall state that Class Members who wish to object to the Settlement may *either*
11 (a) have sixty (60) calendar days (as indicated by post-marks) from the original date of mailing
12 of the Class Notice, to submit a written objection stating why s/he objects to the Settlement, *or*
13 (b) s/he may appear at the Final Approval Hearing to discuss his/her objection(s) with the Court
14 and the Parties at the Settlement Class Member's own expense as set forth in the Class Notice.
15 If the Settlement Member elects to submit a written objection, the written objection should state
16 all objections s/he wishes to assert and the complete factual basis therefore. Class Counsel and
17 Defense Counsel may, at least ten (10) days (or some other number of days as the Court shall
18 specify) before the Final Approval Hearing, file responses to any written objections submitted.
19 Class Members will have a right, but are not required to, appear at the Final Approval/Settlement
20 Fairness Hearing in order to have their objections heard by the Court. At no time shall any of
21 the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve
22 written objections to the Settlement or appeal from the Order and Final Judgment. Class
23 Members who submit a Request for Exclusion are not entitled to object to the Settlement.

24 O. Funding and Distribution of the Maximum Settlement Fund. The Maximum
25 Settlement Fund of One Million Dollars and Zero Cents (\$1,000,000.00) shall be paid by
26 Defendant as follows.

27 First Funding and Distribution
28

1 Within seven (7) calendar days of the Effective Date, Defendant shall pay the Net Settlement
2 Amount to the Settlement Administrator (“First Funding”), including the Class Representative
3 Service Awards. The Settlement Administrator will distribute the First Funding within 7-
4 calendar days of receipt.

5 Second Funding and Distribution

6 Payment of the remaining amount of the Gross Settlement Amount shall be made by Defendant
7 within six (6) months after final approval of the settlement by the Court. The Settlement
8 Administrator will distribute the First Funding within 7-calendar days of receipt.

9 1. Individual Settlement Payments. The Settlement Administrator shall
10 determine the eligibility for, and the amounts of, each Individual Settlement Payment and PAGA
11 Payment under the terms of this Settlement Agreement. The Settlement Administrator’s
12 determination of the eligibility for and amount of each Individual Settlement Payment and PAGA
13 Payment shall be binding upon the Class Member and the Parties, yet subject to review by Class
14 Counsel, Defense Counsel and the Court. In the absence of fraud or gross negligence,
15 Defendant’s records shall be given the presumption of accuracy. Individual Settlement Payments
16 and PAGA Payments shall be paid from the Net Settlement Amount and shall be paid pursuant
17 to the formula set forth herein.

18 a) Calculation of Individual Settlement Payments. Using the Class
19 Data, the Settlement Administrator will calculate the total
20 Compensable Class Workweeks for all Settlement Class Members by
21 adding the number of Compensable Class Workweeks worked by each
22 Settlement Class Member during the Class Period. The respective
23 Compensable Class Workweeks for each Settlement Class Member will
24 be divided by the total Compensable Class Workweeks for all
25 Settlement Class Members, resulting in the Payment Ratio for each
26 Settlement Class Member. Each Settlement Class Member’s Payment
27 Ratio will then be multiplied by the Net Settlement Amount to calculate
28 each Settlement Class Member’s estimated Individual Settlement

1 Payments. Each Individual Settlement Payment will be reduced by any
2 legally-mandated employee tax withholdings (e.g., employee payroll
3 taxes, etc.).

4 b) Calculation of PAGA Payments. Using the Class Data, the
5 Settlement Administrator will calculate the total Compensable PAGA
6 Workweeks for all Aggrieved Employees by adding the number of
7 Compensable PAGA Workweeks worked by each Aggrieved
8 Employee during the PAGA Period. The respective Compensable
9 PAGA Workweeks for each Aggrieved Employee will be divided by
10 the total Compensable PAGA Workweeks for all Aggrieved
11 Employees, resulting in the Payment Ratio for each Aggrieved
12 Employee. Each Aggrieved Employee's Payment Ratio will then be
13 multiplied by the PAGA Payment allocated to Aggrieved Employees
14 under the Settlement - \$6,250.00. The PAGA Payment shall be issued
15 with an IRS Form 1099 – MISC.

16 c) Allocation. For tax purposes, Individual Settlement Payments
17 shall be allocated and treated as follows: Twenty-percent (20%) as
18 wages; Forty-percent (40%) as penalties; and Forty-percent (40%) as
19 interest. Settlement Class Members who participate in the settlement
20 shall be issued an IRS Form W-2 for the Individual Settlement Payment
21 allocated as wages, subject to all applicable tax withholdings, and an
22 IRS Form 1099 - MISC for the Individual Settlement Payment allocated
23 as penalties and interest, not subject to payroll tax withholdings.

24 d) Mailing. Individual Settlement Payments shall be mailed by
25 regular First Class U.S. Mail to Settlement Class Members' last known
26 mailing address no later than seven (7) calendar days after the First
27 Funding.
28

1 e) Expiration. Any checks issued to Settlement Class Members and
2 Aggrieved Employees shall remain valid and negotiable for one
3 hundred and eighty (180) days from the date of their issuance. If a
4 Settlement Class Member or Aggrieved Employee does not cash his or
5 her settlement check within 180 days, the un-cashed, plus any accrued
6 interest that has not been distributed pursuant to the order of the Court,
7 shall be voided by the Settlement Administrator and the Settlement
8 Administrator will take all steps necessary to ensure that the proceeds
9 from the Settlement Class Member and Aggrieved Employees' un-
10 cashed check(s), including unpaid cash residue(s), or other unclaimed
11 or abandoned fund(s), are transmitted to the cy pres designation, the
12 Wage Justice Center. It is the intent of the Parties that the transmission
13 of un-cashed check(s), including unpaid cash residue(s), or other
14 unclaimed, or abandoned funds, to the Wage Justice Center results in
15 no "unpaid cash residue or unclaimed or abandoned funds" under
16 California Code of Civil Procedure § 384, as the entire Net Settlement
17 Amount will be paid out to Settlement Class Members, whether or not
18 they all cash their settlement checks.

19 2. Class Representative Service Award. Defendant agrees not to oppose or
20 object to any application or motion by Plaintiffs for a Class Representative Service Award of up
21 to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) each for Plaintiffs, totaling Thirty
22 Thousand Dollars and Zero Cents (\$30,000.00). The Class Representative Service Award is in
23 exchange for the Released Claims and a General Release and for Plaintiffs' time, effort and risk
24 in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class
25 Representative Service Awards to Plaintiffs from the Maximum Settlement Fund pursuant to the
26 terms of this Settlement Agreement. Any portion of the requested Class Representative Service
27 Award that is not awarded to the Class Representatives shall be part of the Net Settlement
28 Amount and shall be distributed to Settlement Class Members as provided in this Settlement

1 Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
2 for their Class Representative Service Award. Plaintiffs shall be solely and legally responsible
3 to pay any and all applicable taxes on their respective Class Representative Service Award and
4 shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising
5 as a result of the Class Representative Service Award. The Class Representative Service Award
6 shall be in addition to the Plaintiffs' respective Individual Settlement Payment as a Settlement
7 Class Member. In the event that the Court reduces or does not approve the requested Class
8 Representative Service Award, Plaintiffs shall have the right to appeal the Court's ruling, but the
9 final award shall be binding and shall not constitute grounds to revoke the Settlement.

10 3. Class Counsel Award. Defendant agrees not to oppose or object to any
11 application or motion by Class Counsel for attorneys' fees not to exceed one-third of the
12 Maximum Settlement Fund (or \$333,333.33), plus a reasonable amount of costs and expenses
13 (not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00)) supported by a
14 declaration from Class Counsel, from the Maximum Settlement Fund. The Parties agree that any
15 and all claims for reasonable attorneys' fees and costs have been settled by this Settlement
16 Agreement and that neither Plaintiffs, Settlement Class Members, nor Class Counsel shall seek
17 payment of attorneys' fees or reimbursement of costs/expenses from Defendant except as set
18 forth in this Settlement Agreement. Any portion of the requested Class Counsel Award that is
19 not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed
20 to Settlement Class Members as provided in this Settlement Agreement. Class Counsel shall be
21 solely and legally responsible to pay all applicable taxes on the payment made pursuant to this
22 paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
23 Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces
24 or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall have
25 the right to appeal the Court's ruling, but the final award shall be binding and shall not constitute
26 grounds to revoke the Settlement.

27 4. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents
28 (\$25,000.00) shall be allocated from the Maximum Settlement Fund for settlement of claims for

civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Class Distribution is completed. Twenty-five (25%), or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), will be part of the Net Settlement Amount and distributed to Aggrieved Employees as described in this Agreement.

5. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Fund. The Settlement Administration Costs is not to exceed Eight Thousand Five Hundred Dollars and 00 cents (\$8,500.00).

6. Government Actions Affecting Settlement. If any administrative proceeding or action is commenced on or before a date that is one (1) year from the Preliminary Approval Date by any federal, state or local government authority, including, without limitation, the U.S. Department of Labor or the California Division of Labor Standards Enforcement, in a *parens patriae* or other function asserting the Released Claims, Plaintiffs and Class Counsel will sign an appropriate declaration at the request of Defendant supporting the Settlement and asserting that the governmental action is within the scope of this Settlement Agreement, the Action and the Final Judgment.

O. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiffs shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Service Awards, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing (a) the number of Notice Packets mailed and re-mailed to Settlement Class Members, (b) the number of undeliverable Notice Packets, (c) the number of timely Requests for Exclusion, (d) the number of timely objections received, (e) the amount of the average Individual Settlement

1 Payment, (f) the Settlement Administration Costs, and (g) any other information as the Parties
2 mutually agree or the Court orders the Settlement Administrator to provide.

3 2. Final Approval Order and Judgment. The Parties shall present a Judgment
4 and Order Granting Final Approval of Class Action Settlement to the Court for its approval. The
5 Final Judgment shall, among other things:

6 (a) Find that the Court has personal jurisdiction over all Class Members and
7 that the Court has subject matter jurisdiction to approve this Settlement Agreement and all
8 exhibits thereto;

9 (b) Approve this Settlement Agreement and the proposed Settlement as fair,
10 reasonable and adequate, consistent and in compliance with all applicable requirements of the
11 California Code of Civil Procedure, and any other applicable law, and in the best interests of each
12 of the Parties, Class Members and Aggrieved Employees; direct the Parties and their counsel to
13 implement this Settlement Agreement according to its terms and provisions; and declare this
14 Agreement to be binding on Plaintiffs and all other Class Members, except those who timely and
15 properly filed Request for Exclusions, and Aggrieved Employees, as well as their heirs, executors
16 and administrators, successors and assigns;

17 (c) Find that the Notice and notice methodology implemented pursuant to this
18 Settlement Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
19 reasonably calculated, under the circumstances, to apprise Class Members and Aggrieved
20 Employees of the pendency of the Action, their right to object to or exclude themselves from the
21 proposed Settlement and their right to appear at the Final Settlement Hearing; (iii) were
22 reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive
23 notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, any
24 other applicable law;

25 (d) Find that Plaintiffs and Class Counsel adequately represented the
26 Settlement Class for purposes of entering into and implementing the settlement;

27 (e) Incorporate the Released Class Claims and Released PAGA Claims set
28 forth in this Settlement Agreement, make the Released Class Claims and Released PAGA Claims

effective as of the date of the Preliminary Approval Date, and forever discharge the Released Parties from the Released Class Claims and Released PAGA Claims;

(f) Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, the Settlement Class, and Aggrieved Employees, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court.

P. Option to Terminate Settlement

1. Defendant's Right to Terminate. If, after the Response Deadline, the total number of Settlement Class Members who submitted timely and valid Requests for Exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement within ten (10) business days following the Response Deadline. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within ten (10) business days after the Response Deadline and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

Q. Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval prior to filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to obtain Court approval of the Motions for Preliminary and Final Approval of the Settlement.

R. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant, including any union sponsored trust fund contributed to by Defendant that provides employee benefits. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant or union-sponsored benefit plans, policies, or bonus programs. The payments made

under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies, or bonus programs. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent. Any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and additional contributions or benefits by Defendant are not required by this Settlement Agreement.

S. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

VERUM LAW GROUP

Sam Kim, Esq.

841 Apollo St., Ste 340

El Segundo, CA 90245

Telephone: (424) 320-2000

Facsimile: (424) 221-5010

To Defendant:

CUMMINS & WHITE, LLP

Erick J. Becker, Esq.

2424 S.E. Bristol Street, Suite 300

Newport Beach, CA 92660-0764

Telephone: (949) 852-1800

Facsimile: (949) 852-8510

T. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the terms of the Settlement Agreement.

1 U. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
2 Action, except such proceedings necessary to implement and complete the Settlement
3 Agreement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the
4 Court.

5 V. Admissibility of Agreement. This Settlement Agreement shall not be admissible
6 in any proceeding for any purpose, except to enforce it according to its terms limited to this
7 Action only between the Parties, or to establish the existence of this Settlement Agreement in
8 any other proceeding brought by a Class Member or Aggrieved Employee alleging the same or
9 similar claims pled in the Second Amended Complaint or released pursuant to this Agreement.

10 W. Amendment or Modification. This Settlement Agreement may be amended or
11 modified only by a written instrument signed by counsel for all Parties or their successors-in-
12 interest.

13 X. Entire Agreement. This Settlement Agreement and any attached Exhibits
14 constitute the entire Settlement Agreement among these Parties, and no oral or written
15 representations, warranties or inducements have been made to any Party concerning this
16 Settlement Agreement or its Exhibits other than the representations, warranties and covenants
17 contained and memorialized in the Settlement Agreement and its Exhibits.

18 Y. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
19 and represent they are expressly authorized by the Parties whom they represent to negotiate this
20 Settlement Agreement and to take all appropriate actions required or permitted to be taken by
21 such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any
22 other documents required to effectuate the terms of this Settlement Agreement. The persons
23 signing this Settlement Agreement on behalf of Defendant represent and warrant that they are
24 authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiffs represent and
25 warrant that they are authorized to sign this Settlement Agreement and that they have not
26 assigned any claim, or part of a claim, covered by this Settlement Agreement to a third-party.
27
28

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

4 AA. California Law Governs. All terms of this Settlement Agreement and the Exhibits
5 hereto and any disputes arising hereunder shall be governed by and interpreted according to the
6 laws of the State of California.

7 BB. Counterparts. This Settlement Agreement may be executed in one or more
8 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
9 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange
10 among themselves copies or originals of the signed counterparts.

11 CC. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
12 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
13 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
14 present and potential.

15 DD. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
16 with respect to the interpretation, implementation and enforcement of the terms of this Settlement
17 Agreement and all orders and judgments entered in connection therewith, and the Parties and
18 their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
19 implementing and enforcing the settlement embodied in this Settlement Agreement and all orders
20 and judgments entered in connection therewith.

21 EE. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
23 extent possible consistent with applicable precedents so as to define all provisions of this
24 Settlement Agreement valid and enforceable.

25 FF. Binding Nature of Notice of Class Action Settlement. It is agreed that because
26 the Settlement Class Members are so numerous, it is impossible or impracticable to have each
27 Class Member execute the Settlement Agreement. The Class Notice shall advise all Settlement
28 Class Members of the binding nature of the Agreement, and the release of the Released Claims

1 and shall have the same force and effect as if this Settlement Agreement were executed by each
2 Settlement Class Member.

3 GG. Confidentiality. Plaintiffs and Class Counsel agree to keep the facts and terms of
4 this Settlement confidential until the Preliminary Approval Order is sought from the Court, and
5 thereafter, to the fullest extent possible. Plaintiffs and Class Counsel also agree not to make or
6 offer to make any public disclosure of the Settlement, other than what is necessary and consistent
7 with the need for judicial approval of the Settlement and notice to Settlement Class Members.
8 Class Counsel shall take all steps necessary to ensure that Plaintiffs are aware of, and will ensure
9 that they adhere to, the restriction against any public disclosure of the terms of the Settlement.
10 Class Counsel shall take all steps necessary to ensure that Plaintiffs are aware of, and will ensure
11 that each adheres to, the terms of this paragraph.

12 HH. Waiver of Certain Appeals. Except as provided herein, the Parties agree to waive
13 any and all rights to appeal, this waiver being contingent upon the Court entering the Final
14 Judgment. This waiver includes waiver of all rights to any post-judgment proceeding and
15 appellate proceeding, including, but not limited to, motions for relief from judgment and motions
16 to amend or alter the judgment. Notwithstanding the above, Class Counsel may appeal if the
17 Class Counsel Award and Class Representative Service Awards set forth in this Agreement are
18 not approved or are modified by the Court.

19 II. No Admissions. Plaintiffs have claimed and continue to claim that the Released
20 Class Claims and Released PAGA Claims have merit and give rise to liability on the part of
21 Defendant. Defendant has claimed and continues to claim that the Released Class Claims and
22 Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a
23 compromise of disputed claims. Nothing contained in this Settlement Agreement and no
24 documents referred to herein and no action taken to carry out this Settlement Agreement may be
25 construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as
26 to the merits or lack thereof of the claims asserted.

27 JJ. The Parties hereto represent, covenant, and warrant that they have not directly or
28 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

1 any person or entity, any portion of any liability, claim, demand, action, cause of action, or rights
2 herein released and discharged except as set forth herein.

3 KK. In the event a party to this Settlement Agreement institutes any legal action or
4 other proceeding against any other party to enforce the provisions of this Settlement Agreement
5 or to declare rights or obligations under this Settlement Agreement, the prevailing party shall be
6 entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs,
7 including expert witness fees incurred in connections with any enforcement proceedings.

8 LL. The Parties acknowledge and agree that this Settlement Agreement reflects their
9 good faith compromise of the claims raised in the Action, based on their assessment of the mutual
10 risks and costs of further litigation and the assessments of their counsel. The Parties are
11 represented by competent counsel, and they have had an opportunity to consult with counsel prior
12 to execution of this Settlement Agreement.

13 MM. The Parties acknowledge and that: (1) they have been advised of their right to
14 consult an attorney before signing this Settlement Agreement, and are hereby so advised; (2) they
15 have consulted with their respective Counsel; (3) they fully understand the provisions of this
16 Settlement Agreement and their effect; (4) Counsel have explained all provisions of this
17 Settlement Agreement and their effect; and (5) they are signing this Settlement Agreement
18 voluntarily and free from duress.

19
20 Dated: February 27 2021

PLAINTIFF

21
22 By: 
JOSE B. AGUAS

23
24
25 Dated: February 27 2021

PLAINTIFF

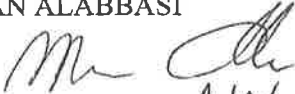
26
27 By: 
DANIEL NUNEZ

1 Dated: February 28, 2021

**MAMCO, INC. DBA ALABBASI
CONSTRUCTION AND ENGINEERING**

2
3 By: 

4
5 MARWAN ALABBASI

6
7 Its: 
8 PRESIDENT

9 As to form only:

10
11 Dated: February 28, 2021

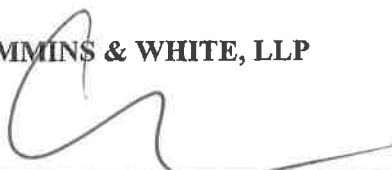
VERUM LAW GROUP, APC

12
13 By: 

14 Sam Kim
15 Yoonis Han
16 Attorneys for Plaintiffs

17 Dated: February 28, 2021

CUMMINS & WHITE, LLP

18
19 By: 

20 Erick J. Becker
21 Attorneys for Defendant MAMCO, INC.
22 dba ALABBASI CONSTRUCTION AND
23 ENGINEERING
24
25
26
27
28

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Aguas and others v. Mamco, Inc. doing business as Alabbasi Construction Engineering
Riverside Superior Court Case No. RIC1902499

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

THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT THE RIGHTS OF ALL NON-EXEMPT FIELD EMPLOYEES EMPLOYED BY MAMCO, INC. DOING BUSINESS AS ALABBASI CONSTRUCTION ENGINEERING AT ANY TIME BETWEEN APRIL 18, 2015 THROUGH FEBRUARY 26, 2021.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Aguas and others v. Mamco, Inc. doing business as Alabbasi Construction Engineering* (“Action”). The purpose of this Notice of Proposed Class Action Settlement (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action, subject to Court approval.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Sunshine S. Sykes on [REDACTED], 2021 at X:XX x.m. in Department 06 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501, to determine whether the Settlement is fair, adequate and reasonable. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the final approval hearing. As a Settlement Class Member, you are eligible to receive an Individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. In addition, if you qualify as an Aggrieved Employee, you will receive your portion of the Private Attorneys General Act Payment. Aggrieved Employees may not opt-out of the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant Mamco, Inc. doing business as Alabbasi Construction Engineering (“Defendant”) for the Released Class Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS; HOWEVER, YOU WILL BE BOUND BY THE RELEASED PRIVATE ATTORNEYS GENERAL ACT CLAIM IF YOU QUALIFY AS AN AGGRIEVED EMPLOYEE	You have the option to exclude yourself, in writing, from the Settlement. If you submit a valid Request for Exclusion, you will not receive any money or other benefits under the Settlement (except that if you were employed at any time between June 16, 2019 to February 26, 2021, you will receive your portion of the Private Attorneys General Act Payment) and will not be bound by the Settlement, including the release of Released Class Claims, as more fully described in the Settlement Agreement (except that if you were employed at any time between June 16, 2019 to February 26, 2021, you will be bound by the Released Private Attorneys General Act Claim).
OBJECT	To object to the Settlement, you need to write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do <u>not</u> exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

All non-exempt Field Employees who worked for Defendant at any time between April 18, 2015 to February 26, 2021, and who has not submitted a timely and valid Request for Exclusion, or who has not previously released the Released Class Claims under a separate agreement.

According to Defendant's records, you are a member of the Settlement Class.

What is this case about?

In the Action, Plaintiffs, Jose. B Aguas and Daniel Nunez ("Plaintiffs") allege on behalf of themselves and Class Members the following claims: (1) failure to pay all wages; (2) non-payment of overtime; (3) failure to provide proper meal breaks; (4) failure to authorize and permit rest breaks; (5) failure to properly maintain and submit itemized wage statements; (6) failure to pay wages of terminated or resigned employees; (7) violation of California and Business Professions Code section 17200 and the sections following thereafter; (8) violation of Prevailing Wage Law; and (9) a representative action for civil penalties under the California Labor Code Private Attorneys General Act. Plaintiffs seek unpaid wages, statutory penalties, civil penalties under the Private Attorneys General Act, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendant (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interest of all Class Members.

The Court has not ruled on the merits of the claims or defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Sam Kim

Yoonis Han

VERUM LAW GROUP, APC

841 Apollo Street, Suite 340

El Segundo, CA 90245

Telephone: (424) 320-2000

Facsimile: (424)-221-5010

Defendant's Counsel

Erick J. Becker

CUMMINS & WHITE, LLP

2424 S.E. Bristol Street, Suite 300

Newport Beach, CA 92660-0764

Telephone: (949) 852-1800

Facsimile: (949) 852-8510

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,000,000.00 (the “Maximum Settlement Fund”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court approved Class Representative Service Awards to Plaintiffs; (c) the Court approved attorneys’ fees and costs to Class Counsel; (d) the costs of administering the Settlement; (e) payment to the State of California Labor and Workforce Development Agency for Private Attorneys General Act penalties; and (f) payment to Aggrieved Employees for Private Attorneys General Act penalties.

Individual Settlement Payments and Private Attorneys General Act Payments. After deduction from the Maximum Settlement Fund for attorneys’ fees and costs, the Class Representative Service Awards to Plaintiffs, the Private Attorneys General Act Payment to the Labor and Workforce Development Agency, and the costs of administering the Settlement, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make an Individual Settlement Payment to each Settlement Class Member who does not request to be excluded from the Settlement.

The Net Settlement Amount shall be divided among all Settlement Class Members on a proportional basis based upon the total number of Compensable Class Workweeks worked by each respective Settlement Class Member during the Class Period. Your estimated Individual Settlement Payment is listed on the **Information Sheet** enclosed in this Notice Packet.

For tax reporting purposes, the payments to Settlement Class Members will be allocated Twenty percent (20%) as wages, Forty percent (40%) as penalties, and Forty percent (40%) as interest. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

The Private Attorneys General Act Payment paid to Aggrieved Employees shall be divided among all Aggrieved Employees on a proportional basis based upon the total number of Compensable Private Attorneys General Act Workweeks worked by each respective Aggrieved Employee during the Private Attorneys General Act Period. Your estimated Private Attorneys General Act Payment is listed on the **Information Sheet** enclosed in this Notice Packet.

All checks for Individual Settlement Payments paid to Settlement Class Members and Private Attorneys General Act Payments paid to Aggrieved Employees shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed by a Settlement Class Member or Aggrieved Employee within that time.

If a Settlement Payment check remains un-cashed after one hundred eighty (180) days from issuance, the Settlement Administrator shall forward the un-cashed funds, plus any accrued interest that has not been distributed pursuant to the order of the Court, to the Wage Justice Center. In such event, the Settlement Class Member and Aggrieved Employee shall nevertheless remain bound by the Settlement.

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

Class Counsel Attorneys’ Fees and Costs, Class Representative Service Awards, Settlement Administration Costs and Payment to the Labor and Workforce Development Agency. Class Counsel will ask the Court to award attorneys’ fees up to \$333,333.33 (one-third of the Maximum Settlement Fund) and reimbursement of reasonable costs incurred in the Action not to exceed \$14,000.00. In addition, Class Counsel will ask the Court to authorize the Class Representative Service Award payments of \$15,000.00 to each of the two Class Representatives (totaling \$30,000.00) for their efforts in the prosecution of this Action. The Parties estimate the cost of administering the Settlement will not

exceed \$8,500.00. A payment in the amount of \$18,750.00 will also be made to the Labor and Workforce Development Agency for Private Attorneys General Act penalties.

What claims are being released by the proposed Settlement?

Upon the Effective Date, Settlement Class Members shall be deemed to have fully, finally, and forever released Defendant and its officers, directors, employees and agents from all Released Class Claims through the date the Court grants Final Approval of the Settlement. The “Released Class Claims,” as to each Settlement Class Member means all claims stated in the Second Amended Complaint, excluding the Private Attorneys General Act, and those based solely upon the facts alleged in the Second Amended Complaint.

Upon the Effective Date, Plaintiff Daniel Nunez and the Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released the Private Attorneys General Act claims stated in the Second Amended Complaint.

What are my options in this matter?

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

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you remain in the Settlement Class, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Class Claims as described above.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Settlement Class and be eligible to receive an Individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Settlement Class and receiving settlement monies, you consent to the release of the Released Class Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefit plan, policy, or bonus plan sponsored by Defendant, including any union sponsored trust fund contributed to by Defendant that provides employee benefits. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant or union-sponsored benefit plans, policies, or bonus programs.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you may *either* (a) within sixty (60) calendar days (as indicated by post-marks) from the original date of mailing of the Class Notice, submit a written objection (“Notice of Objection Form”) to the **Settlement Administrator at [Administrator], P.O. Box _____, [City], [State] [Zip],** or (b) you may appear at the Final Approval Hearing to discuss your objection(s) with the Court and the Parties at your own expense as set forth in the Class Notice. If you elect to submit a written objection, the written objection should state all objections that you wish to assert and the complete factual basis. The Notice of Objection Form is enclosed with this notice. You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not timely object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement. However, filing a timely objection alone does not preserve your right to appeal a class judgment, the Settlement or attorneys’ fees. In order to appeal a class judgment, the Settlement or attorneys’ fees, as a party to the record, a class member has to either, (1) file a timely complaint in intervention before final judgment, or (2) file an appealable motion to set aside and vacate the class judgment under Code of Civil Procedure section 663. **Please note, even if you submit an**

objection, you will be bound by the terms of the Settlement unless the Court does not approve the Settlement.

OPTION B. Request to Be Excluded from the Settlement. If you do not want to be part of the Settlement as to the Class Claims, you have to submit a Request for Exclusion (which is included in this Notice Packet) to the Settlement Administrator at [Administrator], P.O. Box _____, [City], [State] [Zip]. In order to be valid, your Request for Exclusion has to be signed and postmarked on or before [Response Deadline] or returned to the Settlement Administrator by fax no later than [Response Deadline]. If you do not timely submit a signed Request for Exclusion (as evidenced by the postmark or facsimile transmission date), your Request for Exclusion will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Class Claims and Released Private Attorneys General Act Claims as described above and all other terms of the Settlement. If you timely submit a signed Request for Exclusion, you will have no further role in the Action (except that if you were employed at any time between June 16, 2019 to February 26, 2021, you will be bound by the Released Private Attorneys General Act Claim), and you will not be entitled to any benefit as a result of the Action and Settlement (except that if you were employed at any time between June 16, 2019 to February 26, 2021, you will receive your portion of the Private Attorneys General Act Payment), and you will not be entitled to or permitted to object to the Settlement.

When will the Settlement be distributed?

Net Settlement Amount:

The Net Settlement Amount to Settlement Class Members will be paid by the Settlement Administrator as follows:

Event	Date	Payment
Payment to Settlement Class Members and Aggrieved Employees, including Class Representative Service Awards	Distributed within (14) calendar days of the Effective Date	Individual Settlement Payments to Settlement Class Members and Private Attorneys General Payments to Aggrieved Employees

All Other Remaining Amounts:

The remaining amounts (Maximum Settlement Amount less Net Settlement Amount and Class Representative Service Awards) for the following items: 1) Settlement Administration Costs; 2) Payment to the Labor Workforce Development Agency for its portion of the Private Attorneys General Act Payment; and 3) Class Counsel Award (“Remaining Amounts”), will be paid by the Settlement Administrator, as follows:

Event	Date	Payment
Payment of the Remaining Amounts	Distributed within (6) months and (7) calendar days of the Effective Date	Payment for 1) Settlement Administration Costs; 2) Payment to the Labor Workforce Development Agency for its portion of the Private Attorneys General Act Payment; and 3) Class Counsel Award

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

The Court will hold a Final Approval/Settlement Fairness Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Awards to Plaintiffs, the Settlement Administration Costs, and the payment to the Labor and Workforce Development Agency for PAGA penalties, on _____, 2021 at X:XX x.m., in Department 06 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. The Final Approval/Settlement Fairness Hearing may be continued.

In the event Final Approval/Settlement Fairness Hearing is continued, Class Members who filed an objection will receive notice of the new hearing date from the Settlement Administrator. You are not required to attend the Final Approval/Settlement Fairness Hearing to receive an Individual Settlement Payment or Private Attorneys General Act Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www. [REDACTED]) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details regarding the Settlement and its terms are in the Settlement Agreement itself. The Settlement Agreement (attached as Exhibit A to the Declaration of Sam Kim filed in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement filed on March 1, 2021), and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501. You may also access the Agreement online at: <http://www.public-access.riverside.courts.ca.gov/OpenAccess/>. Additional information is also available from the Settlement Administrator or Class Counsel.

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

INFORMATION SHEET

Aguas and others v. Mamco, Inc. doing business as Alabbasi Construction Engineering
Riverside Superior Court Case No. RIC1902499

Calculation of Individual Settlement Payments: Each Settlement Class Member's share of the Net Settlement Amount shall be based upon his or her "Compensable Class Workweeks," or the total number of workweeks worked by each respective Settlement Class Member from April 18, 2015 to February 26, 2021 ("Class Period"). The Individual Settlement Payment for each Settlement Class Member shall be calculated as follows:

Mamco, Inc. doing business as Alabbasi Construction Engineering ("Defendant") shall provide the Settlement Administrator with the Compensable Class Workweeks for each Settlement Class Member; the Settlement Administrator shall then: (1) divide each Settlement Class Member's Compensable Class Workweeks by the total Compensable Class Workweeks worked by all Settlement Class Members; and (2) multiply the result in (1) by the Net Settlement Amount. This calculation results in the amount of the Settlement Class Member's "Individual Settlement Payment." The Individual Settlement Payment will then be reduced by any required legal deductions and/or payroll withholdings.

Your Compensable Class Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Class Workweeks for the Class Period is <<CompWeeks>> based on a start date of <<Start Date>> and an end date of <<End Date>>. Based on the number of your Compensable Class Workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Calculation of Private Attorneys General Act Payments: Each Aggrieved Employee who was employed at any time between June 16, 2019 to February 26, 2021 will receive a Private Attorneys General Act Payment. Aggrieved Employees may not opt-out of the Settlement.

Aggrieved Employee's share of the Private Attorneys General Act Payment shall be based upon his or her "Compensable Private Attorneys General Act Workweeks," or the total number of workweeks worked by each Aggrieved Employee from June 16, 2019 to February 26, 2021 ("Private Attorneys General Act Period"). The Private Attorneys General Act Payment for each Aggrieved Employee shall be calculated as follows:

("Defendant") shall provide the Settlement Administrator with the Compensable Private Attorneys General Act Workweeks for each Aggrieved Employee; the Settlement Administrator shall then: (1) divide each Aggrieved Employee's Compensable Private Attorneys General Act Workweeks by the total Compensable Private Attorneys General Act Workweeks worked by all Aggrieved Employees; and (2) multiply the result by \$6,250.00. This calculation results in the amount of the Aggrieved Employee's Private Attorneys General Act Payment.

Your Compensable Private Attorneys General Act Workweek and Estimated Private Attorneys General Act Payment: According to Defendant's records, your Compensable Private Attorneys General Act Workweeks for the Class Period is <<CompWeeks>> based on the following dates between the Private Attorneys General Act Period of <<Beginning Date>> and an end date of <<End Date>>. Based on the number of your Compensable Private Attorneys General Act Workweeks, **your estimated Private Attorneys General Act Payment is <<EstPAGASettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Class Workweeks or Compensable Private Attorneys General Act Workweeks stated above, you have to send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Class Workweeks or Compensable Private Attorneys General Act Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the

estimated Compensable Class Workweeks you claim you worked from April 18, 2015 to February 26, 2021 or estimated Compensable Private Attorneys General Act Workweeks you claim you worked from June 16, 2019 to February 26, 2021.

Any disputes and supporting documentation have to be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [**Response Deadline**].

<i>Aguas and others v. Mamco, Inc. doing business as Alabbasi</i> <i>Construction Engineering Settlement</i> [Settlement Administrator] [Address, City, State Zip, Telephone Number, Facsimile Number]

If you dispute the number of Compensable Class Workweeks or Compensable Private Attorneys General Act Workweeks stated above, Defendant's records will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the Compensable Class Workweeks or Compensable Private Attorneys General Act Workweeks that should be applied, the Individual Settlement Payment, and the Private Attorneys General Act Payment, to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

REQUEST FOR EXCLUSION

Aguas and others v. Mamco, Inc. doing business as Alabbasi Construction Engineering
Riverside Superior Court Case No. RIC1902499

*If you want to remain a member of the Settlement Class and receive an Individual Settlement Payment, you should **not** fill out this form.*

This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement as to the Released Class Claims: (1) you will not share in any recovery paid to Settlement Class Members as a result of the Settlement; (2) you will not be bound by any decision of the Court in the Action, except that if you were employed at any time between June 16, 2019 to February 26, 2021, you will be bound by the Released Private Attorneys General Act Claims; (3) you may not object to the Settlement; and (4) you may pursue any claims asserted in the Action that you have against defendant Alabbasi Construction Engineering ("Defendant") by filing your own lawsuit.

If you want to request to be excluded from the Settlement as to the Released Class Claims, you must fill out this Request for Exclusion in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than **[Response Deadline]**, or by returning it to the Settlement Administrator by fax no later than **[Response Deadline]**.

<i>Aguas and others v. Mamco, Inc. doing business as Alabbasi</i> <i>Construction Engineering Settlement</i> [Settlement Administrator] [Address, City, State Zip, Telephone Number, Facsimile Number]

Request for Exclusion

I confirm that I have received notice of the proposed Settlement in the Action. I request to be excluded from the Settlement as to the Released Class Claims. I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement (except that if I was employed at any time between June 16, 2019 to February 26, 2021, I will receive a payment for Released Private Attorneys General Act Claims) and will not be bound by the Settlement, including the release of Released Class Claims, as more fully described in the Settlement Agreement on file with the Court and Notice of Proposed Class Action Settlement (however, if I was employed at any time between June 16, 2019 to February 26, 2021, I will be bound by the Released Private Attorneys General Act Claims).

Please print legibly

Name: _____

Last Four of Social Security # or Employee ID #: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Date: _____

Signature

NOTICE OF OBJECTION FORM

*Aguas and others v. Mamco, Inc. doing business as Alabbasi Construction Engineering
Riverside Superior Court Case No. RIC1902499*

You should fill out this Notice of Objection Form *only if you wish to object to the Settlement*. If you have no objection to the Settlement, you do not have to do anything to receive settlement benefits. Please note, you cannot submit this Notice of Objection Form, if you submit a Request for Exclusion. Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.

However, filing a timely objection alone does not preserve your right to appeal a class judgment, the Settlement or attorneys' fees. In order to appeal a class judgment, the Settlement or attorneys' fees, as a party to the record, a Class Member must either, (1) file a timely complaint in intervention before final judgment, or (2) file an appealable motion to set aside and vacate the class judgment under Code of Civil Procedure § 663.

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than [**Response Deadline**], or by returning it to the Settlement Administrator by fax no later than [**Response Deadline**]. Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to have your objection heard by the Court.

<i>Aguas and others v. Mamco, Inc. doing business as Alabbasi Construction Engineering Settlement</i> [Settlement Administrator] [Address, City, State Zip, Telephone Number, Facsimile Number]
--

Objection:

Name (Please Print Legibly): _____

Last Four of Social Security # or Employee ID #: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Reason(s) for the Objection: _____

Date: _____

Signature