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CEMEX CONSTRUCTION
8 MATERIALS PACIFIC, LLC; CEMEX
CONSTRUCTION MATERIALS
9 SOUTH, LLC; CEMEX TRUCKING,
INC.; and CEMEX, INC.

10 **Additional Counsel Listed on Next Page**

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14

15 JUAN RAZO on behalf of himself and
all other current and former aggrieved
16 California-based hourly non-exempt
employees,

17 Plaintiff,

18 v.
19

20 CEMEX CONSTRUCTION
MATERIALS PACIFIC, LLC;
CEMEX CONSTRUCTION
21 MATERIALS SOUTH, LLC; CEMEX
TRUCKING, INC.; and CEMEX, INC.;
22 and DOES 1 to 100, inclusive,

23 Defendants.
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25
26
27
28

Case No. 2:20-CV-11175-MWF-KS

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Judge: Hon. Michael W. Fitzgerald

Action Filed: October 7, 2020

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8 Attorneys for Plaintiff JUAN RAZO
9 on behalf of himself and all other current and
10 former aggrieved California-based
hourly non-exempt employees

1 IT IS HEREBY STIPULATED AND AGREED by and between Defendants
2 CEMEX Construction Materials Pacific, LLC; CEMEX CONSTRUCTION
3 MATERIALS SOUTH, LLC; CEMEX TRUCKING, INC.; and CEMEX, INC.
4 (collectively referred to herein as “Defendants”), on the one hand, and Plaintiff Juan
5 Razo (“Plaintiff” or “Representative Plaintiff”), on behalf of himself, the State of
6 California, and each of the other Aggrieved Employees (as defined herein), on the
7 other hand, subject to the approval of the Court pursuant to section 2699(1) of the
8 California Labor Code, that the settlement of the Lawsuit (as defined herein) shall be
9 effectuated and subject to the following terms and conditions of the parties’
10 agreement for Joint Stipulation of PAGA Settlement (“Stipulation,” “Settlement” or
11 “Agreement”).

12 **I. SUMMARY OF SETTLEMENT TERMS**

13 Under the terms of the Settlement and subject to Court approval, Defendants
14 will pay the Maximum Settlement Amount (“MSA”) of Seven Hundred Twenty-Five
15 Thousand Dollars and Zero Cents (\$725,000.00) as a non-reversionary, all-inclusive
16 settlement of:

17 a. Payments to Plaintiff and the Aggrieved Employees under the Private
18 Attorneys General Act (“PAGA”) for penalties,

19 b. Penalty payment to the Labor Workforce Development Agency
20 (“LWDA”) under PAGA,

21 c. Plaintiff’s Counsel fees of up to thirty-three percent (33%) of the MSA
22 (\$239,250.00), subject to Court approval,

23 d. Plaintiff’s Counsel litigation costs of up to \$15,000, subject to
24 documentation and Court approval,

25 e. Settlement administration costs in an amount not to exceed \$6,000, and

26 f. Interest.

27 Payment of the MSA is made in exchange for the terms and conditions set
28 forth in this Settlement, including but not limited to the full and final settlement and

1 release of any and all claims by Plaintiff and the Aggrieved Employees that were
2 made, or that could have been made based on the facts alleged in the operative
3 Complaint, First Amended Complaint and Second Amended Complaint in this
4 Lawsuit or the letters to the LWDA, and subject to the terms and conditions outlined
5 in this Settlement. The Net Settlement Amount (as defined below) will be allocated
6 as follows:

7 Alleged penalties and interest under PAGA, 75% of which will be paid to the
8 LWDA; and 25% of which will be distributed to Plaintiff and the Aggrieved
9 Employees as follows: Aggrieved Employees shall be divided into two general
10 groups based on number of pay periods worked during the relevant time period, such
11 that an estimated 237 drivers each shall receive the same settlement share of
12 approximately \$151.75 or as close to such amount as possible as determined by the
13 final Net Settlement Amount; and an estimated 286 drivers each shall receive the
14 same settlement share of approximately \$280.50 or as close to such amount as
15 possible as determined by the final Net Settlement Amount. Under no circumstances
16 shall Defendants be required to pay more than the MSA. The Settlement will be
17 administered by a third-party administrator to be selected as set forth herein.

18 Plaintiff's and Aggrieved Employees' Counsel (as defined herein) will seek,
19 from the MSA, Aggrieved Employees' Counsel Fees (as defined herein) in the
20 amount of \$239,250.00, representing thirty-three percent (33%) of the MSA. In
21 addition, Aggrieved Employees' Counsel will also seek recovery of Aggrieved
22 Employees' Counsel Costs (as defined herein) in an amount not to exceed Fifteen
23 Thousand Dollars (\$15,000.00).

24 **II. DEFINITIONS**

25 As used in this Stipulation of Settlement and Release, the following terms shall
26 have the meanings specified below:

27 1. "Aggrieved Employees" means all current and former non-union drivers
28 identified by CEMEX Construction Materials Pacific, LLC, including Plaintiff, who

1 worked as a driver for CEMEX Construction Materials Pacific, LLC in California at
2 any time during the time period from June 8, 2019 through August 22, 2021.

3 2. “Aggrieved Employees’ Counsel” or “Plaintiff’s Counsel” means
4 Joseph Lavi, Vincent C. Granberry of LAVI & EBRAHIMIAN, LLP.

5 3. “Aggrieved Employees’ Counsel Costs” means verified litigation costs,
6 as documented and supported by billing statements of and invoices received by
7 Aggrieved Employees’ Counsel, in the event that they are requested by the Court, in
8 an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) as approved by the
9 Court, to be paid out of the MSA.

10 4. “Aggrieved Employees’ Counsel Fees” means the amount to be paid,
11 after Court approval, to Aggrieved Employees’ Counsel for all attorneys’ fees
12 incurred by Aggrieved Employees’ Counsel in the Lawsuit on behalf of
13 Representative Plaintiff and Aggrieved Employees, including, but not limited to
14 attorneys’ fees incurred in securing approval of the Settlement, as documented and
15 supported by Aggrieved Employees’ Counsel’s billing statements in the event that
16 they are requested by the Court, in an amount not to exceed \$239,250.00,
17 representing thirty-three percent (33%) of the MSA, to be paid out of the MSA.

18 5. “Agreement” means this Joint Stipulation of Settlement and Release,
19 including any attached exhibits.

20 6. “Complaint” means the Complaint, First Amended Complaint and
21 Second Amended Complaint filed in the Lawsuit.

22 7. “Counsel for CEMEX” means Dorothy S. Liu, Emily J. Leahy, and
23 Josue R. Aparicio of Hanson Bridgett LLP.

24 8. “Court” means the United States District Court, Central District of
25 California, in which the Lawsuit is currently pending before The Honorable Michael
26 W. Fitzgerald. “Court” shall also mean any other Court that acquires proper
27 jurisdiction of this Lawsuit.

28

1 9. “Defendants” refer to Defendants CEMEX CONSTRUCTION
2 MATERIALS PACIFIC, LLC; CEMEX CONSTRUCTION MATERIALS SOUTH,
3 LLC; CEMEX TRUCKING, INC.; and CEMEX, Inc.

4 10. “Effective Date” means ten (10) days after the date of entry of the
5 Court’s order granting approval of this Settlement.

6 11. “Judgment” means the final Judgment entered by the Court indicating
7 that the PAGA action was settled, and that Representative Plaintiff and Aggrieved
8 Employees will take only that which is stated in the Joint Stipulation of Settlement
9 and Release.

10 12. “Lawsuit” means this lawsuit and the operative Second Amended
11 Complaint in the matter entitled *Juan Razo v. CEMEX Construction Materials*
12 *Pacific, LLC, et al.*, United States District Court, Central District of California, Case
13 No. Case No. 2:20-cv-11175-MWF-KS.

14 13. “Maximum Settlement Amount” means the total amount of Seven
15 Hundred Twenty Five Thousand Dollars and Zero Cents (\$725,000.00), the
16 maximum, all-inclusive amount to be paid by Defendants for settlement of this
17 Lawsuit pursuant to the terms of this Agreement. Under no circumstances shall
18 Defendants be required to pay more than the MSA.

19 14. “Net Settlement Amount” means the amount that is distributable to the
20 LWDA and to the Aggrieved Employees, and equals the MSA less Aggrieved
21 Employees’ Counsel Fees, Aggrieved Employees’ Counsel Costs, Settlement
22 Administration Costs.

23 15. “Notice of Settlement Share” means the form entitled “Notice of
24 Settlement Shares and Release of Claims” attached hereto as Exhibit A and as
25 approved by the Court.

26 16. “Notice Returns” means envelopes containing the Notice of Settlement
27 that were mailed by the Settlement Administrator to Aggrieved Employees, but were
28

1 undelivered and returned to the Settlement Administrator by the United States Postal
2 Service.

3 17. “Order Approving Joint Stipulation of Settlement” means the order
4 entered by the Court pursuant to the terms set forth in this Agreement: (i) approving
5 finally and fully the terms and conditions contained in the parties’ Joint Stipulation
6 of Settlement and Release; and (ii) forever barring Plaintiff and the Aggrieved
7 Employees from prosecuting any and all released claims (as set forth in this
8 Agreement) against Defendants and the Released Parties. Aggrieved Employees’
9 Counsel will submit, with its motion for approval of the parties’ Joint Stipulation of
10 Settlement, a proposed Order and a proposed Judgment (as set forth below), the form
11 and content of which is agreed to and approved in advance by Counsel for CEMEX.

12 18. “Proposed Judgment” means the proposed Judgment prepared by
13 Aggrieved Employees’ Counsel and approved by Counsel for Defendants, which
14 shall be submitted with the motion for approval of the parties’ Joint Stipulation of
15 Settlement: (i) indicating that the PAGA action was settled and that Plaintiff, the
16 State of California and Aggrieved Employees will take only that which is stated in
17 the Joint Stipulation of Settlement and Release, (ii) adopting the Court’s Order
18 Approving Joint Stipulation of Settlement and Release which approves finally and
19 fully the terms and conditions contained in this Agreement; (iii) forever barring
20 Plaintiff, the State of California, and the Aggrieved Employees from prosecuting any
21 and all released claims (as set forth in this Agreement) against CEMEX or the
22 Released Parties; (iv) entering a final judgment in the Lawsuit; and (v) retaining
23 jurisdiction to enforce the terms of this Agreement following approval of the
24 Settlement. Aggrieved Employees’ Counsel will submit, with its motion for approval
25 of the parties’ Joint Stipulation of Settlement and Release, a proposed Order and a
26 proposed Judgment, the form and content of which is agreed to and approved in
27 advance by Counsel for CEMEX.

1 19. “Redirected Notice” means a second Notice of Settlement mailed by the
2 Settlement Administrator to a new or different address for an Aggrieved Employee
3 that was obtained by the Settlement Administrator as a result of a Notice Return.

4 20. “Released Parties” means CEMEX CONSTRUCTION MATERIALS
5 PACIFIC, LLC; CEMEX CONSTRUCTION MATERIALS SOUTH, LLC;
6 CEMEX TRUCKING, INC.; and CEMEX, Inc., and their operating entities,
7 divisions, subsidiaries, affiliates, facilities, parent companies or related corporate
8 entities, past or present officers, directors, shareholders, members, legal successors
9 and assigns, employees (whether present or former), agents, principals, heirs,
10 representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers,
11 and their respective successors and predecessors in interest, affiliated companies, and
12 all other representatives acting for Defendants or in concert with Defendants.

13 21. “Representative Plaintiff” or “Plaintiff” means Plaintiff Juan Razo.

14 22. “Settlement Administration Costs” means the fees and costs incurred
15 or charged by the Settlement Administrator, as approved by the Court based on
16 supporting documentation and invoices received by Aggrieved Employees’ Counsel,
17 in connection with the execution of its duties under this Agreement, including, but
18 not limited to: (i) fees and costs associated with preparing and issuing the distribution
19 of all payments under this Agreement and all Settlement Payments and Notices of
20 Settlement Shares (including the cost of printing, verifying addresses through a
21 United States Postal Service national change of address database [which provides
22 updated addresses for any individual who has moved in the previous four years who
23 has notified the United States Postal Service of a forwarding address] to obtain
24 current address information, skip tracing, and mailing the Settlement Payments and
25 Notices of Settlement to Aggrieved Employees) required to be prepared in the course
26 of administering the Settlement; (ii) computing the amount of the Settlement
27 Payments, taxes, and any other payments to be made under this Agreement;
28 (iii) handling inquiries about the calculation of individual Settlement Payments or

1 mailings; (iv) establishing and operating a physical Settlement payment center
2 address and telephone number to receive Aggrieved Employees' inquiries about the
3 Settlement; (v) remitting any tax deductions or subtractions applicable under the law
4 and/or pursuant to this Agreement and preparing and submitting any filings required
5 by any governmental taxing authority or other governmental agency; and
6 (vi) establishing a Qualified Settlement Fund. All Settlement Administration Costs
7 will be paid out of the MSA.

8 23. "Settlement" means this Joint Stipulation of Settlement and Release,
9 including all terms and conditions contained in this Agreement and any attached
10 exhibits.

11 24. "Settlement Administrator" refers to Simpluris, Inc., the third party
12 administrator that Aggrieved Employees' Counsel and Counsel for Defendants have
13 agreed to, subject to approval by the Court, to administer this Settlement and to act
14 as the administrator to process the Settlement under the terms of this Agreement.

15 25. "Settlement Period" means the time period from June 8, 2019 through
16 August 22, 2021.

17 26. "Settlement Payments" refers to the payments to be made to the
18 Aggrieved Employees pursuant to the terms of this Agreement.

19 **III. ACKNOWLEDGMENTS**

20 **A. Estimated Number of Aggrieved Employees**

21 CEMEX represents there are approximately 523 Aggrieved Employees,
22 which covers the relevant time period from June 8, 2019 through August 22, 2021.

23 **B. Notice of Settlement Share to Aggrieved Employees**

24 The Settlement Payments to be distributed to Representative Plaintiff and the
25 Aggrieved Employees shall include the notice attached hereto as Exhibit A, entitled
26 "Notice of Settlement Share and Release of Claims," as approved by the Court. The
27 Notice of Settlement Share will be sent to the Aggrieved Employees in English and
28 Spanish.

1 **C. No Admission of Liability by Defendants**

2 This Agreement represents a compromise and settlement of highly disputed
3 claims. Nothing in this Agreement is intended or will be construed as an admission
4 by Defendants that the claim and allegations in the Lawsuit by Plaintiff and on
5 behalf of the Aggrieved Employees have merit or that Defendants bear any liability
6 to Plaintiff or the Aggrieved Employees on such claim or any other claims.
7 Defendants vigorously deny the claim and each of the allegations asserted in this
8 Lawsuit, and specifically deny any non-compliance, intentional or otherwise, with
9 the statutory requirements of the California Labor Code. Defendants enter into this
10 Agreement and conditional Settlement with no admission of liability whatsoever,
11 and for the sole purpose of compromising and settling the action to avoid the cost,
12 uncertainty and operational burden of continuing litigation.

13 **D. Reservation of Rights**

14 Defendants expressly reserve the right and declare that they intend to oppose
15 and defend against this Lawsuit vigorously should this Settlement not be granted
16 approval by the Court or be modified or reversed on appeal or otherwise not become
17 final. If for any reason this Agreement does not become effective, Defendants
18 reserve the right to defend against this Lawsuit on any basis. Defendants do not
19 concede the merits of Plaintiff's contentions, but have agreed to resolve the
20 litigation through this Settlement in recognition of the expense and risk of
21 continuing with the litigation and in the belief that the settlement is fair, adequate
22 and reasonable. Therefore, in entering into this Agreement, it is the parties' mutual
23 intention and agreement that if for any reason the parties' Joint Stipulation of
24 Settlement and Release does not become final, Defendants will retain all rights to
25 defend against this Lawsuit, and the fact of this Settlement may not be used by
26 Plaintiff in support of any argument against Defendants. Defendants will not be
27 deemed to have waived, limited, or affected in any way any of their claims, rights,
28 remedies, objections or defenses in the Lawsuit.

1 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

2 **A. Approval of the Settlement**

3 The parties agree to promptly notify the Court of settlement of this Lawsuit
4 immediately following execution of this Agreement. The parties agree to work
5 cooperatively and in good faith in preparing and executing this Settlement
6 Agreement in a productive and efficient manner, and further agree that pursuant to
7 section 2699(l) of the California Labor Code, Aggrieved Employees' Counsel shall:

8 (a) file a Motion for Approval of PAGA Settlement (as this Agreement is fair,
9 adequate, and reasonable); and

10 (b) submit this Agreement to the LWDA.

11 Such submission will be made to the Court by noticed motion and will also
12 include the mutually agreed-upon Notice of Settlement Share and Release of Claims
13 (Exhibit A), and a Proposed Order and Judgment, as approved by both Aggrieved
14 Employees' Counsel and Counsel for Defendants.

15 Aggrieved Employees' Counsel shall be responsible for preparing and filing
16 the required motion for Court approval of the Settlement and for preparing and filing
17 the required notices with the LWDA. Aggrieved Employees' Counsel will provide
18 Counsel for Defendants with a draft copy of the motion for approval of Joint
19 Stipulation of Settlement and Release for review and comment at least four (4)
20 business days prior to filing the motion, including all attached exhibits to be
21 submitted with the motion. Aggrieved Employees' Counsel will meet and confer
22 with Counsel for Defendants as to selection of a mutually agreeable hearing date for
23 the motion for approval of Joint Stipulation of Settlement and Release.

24 If the Settlement fails to be approved or otherwise fails to be consummated for
25 any reason whatsoever, including, but not limited to the Order or Judgment not
26 becoming final, then Defendants retain all rights previously available to them, and
27 any provisional approval of the Settlement, or the adoption of any procedure herein,
28

1 shall be undone and the parties restored to their pre-settlement status as if no
2 settlement had been reached and no decisions were made pursuant to it, except as
3 otherwise expressly provided herein. In that event, nothing in this Agreement or
4 other papers or proceedings related to the Settlement shall be used as evidence or
5 argument by any party or Aggrieved Employee.

6 **B. Cooperation**

7 The parties agree to cooperate fully with each other to accomplish the terms
8 and requirements of this Agreement, including, but not limited to the execution of
9 such documents and taking such other actions as may reasonably be necessary to
10 implement the terms of this Agreement and to obtain and secure the Court's approval.
11 The Parties will work cooperatively to address any potential concerns that the Court
12 may raise in the event that the Court does not enter the Order or Judgment.

13 **C. Approval Hearing**

14 At the approval hearing, Representative Plaintiff, Aggrieved Employees'
15 Counsel, and Counsel for Defendants shall ask the Court to give approval to this
16 Agreement and the settlement contained herein. Upon granting approval of the
17 settlement contained herein, the Court shall also enter an Order implementing the
18 releases contained in this Agreement. The releases contained in this Agreement shall
19 enter into effect concurrently with the issuance of the Court's Order granting
20 approval of this Settlement.

21 **D. Notice of Settlement by Mail**

22 Within 15 days following date of entry of the Court's order approving the
23 Settlement, Defendants shall provide the appointed settlement administrator with
24 information maintained by Defendants in the normal course of its business operations
25 concerning the Aggrieved Employees' names, last known mailing addresses, and last
26 known telephone numbers("List of Aggrieved Employees"), which will be used by
27 the Settlement Administrator to send the Notice of Settlement and Settlement
28 Payments to Aggrieved Employees. **The List of Aggrieved Employees and data**

1 provided by Defendants to the Settlement Administrator shall remain and be
2 kept strictly confidential by the Settlement Administrator and for the
3 Settlement Administrator's eyes only. Such data and the List of Aggrieved
4 Employees shall not be disclosed or provided to Aggrieved Employees' Counsel,
5 Plaintiff, or any Aggrieved Employees for any reason, and shall be designated
6 and marked "CONFIDENTIAL: FOR THE SETTLEMENT
7 ADMINISTRATOR'S EYES ONLY." The Settlement Administrator is to sign a
8 protective order and agreement to keep this information and the List of Aggrieved
9 Employees strictly confidential, in a password protected database. Payments to
10 Plaintiff, the Aggrieved Employees, and Aggrieved Employees' Counsel fees will be
11 paid by the Settlement Administrator within 30 calendar days after the Effective Date
12 of the Settlement. The Settlement Administrator shall mail the Notice of Settlement
13 Share and Settlement Payments via First Class Mail, using the United States Postal
14 Service, to the last known address for each Aggrieved Employee. Before mailing the
15 Notice of Settlement Share and Settlement Payments, the Settlement Administrator
16 shall review the national change of address registry for all Aggrieved Employees
17 and/or skip-trace to determine the most up-to-date addresses of all Aggrieved
18 Employees. If any Notices of Settlement Share are returned with a forwarding
19 address, the Settlement Administrator will re-mail the Notice of Settlement Share
20 and Settlement Payment to the Aggrieved Employee whose notice was returned.

21 In the event that prior to the final date for any Aggrieved Employee to cash the
22 Settlement Payment any notice mailed to the Aggrieved Employee is returned as
23 having been undelivered by the United States Postal Service, the Settlement
24 Administrator shall, via skip-tracing, seek an address correction from such
25 Aggrieved Employee(s), and send a Redirected Notice to the new or different address
26 within seven (7) calendar days. The Settlement Administrator may conduct any
27 investigation it deems reasonable and consistent with its role and industry practice to
28 determine the correct address of any Aggrieved Employee.

1 **E. Declaration of Compliance**

2 As soon as practicable, the Settlement Administrator shall provide Aggrieved
3 Employees' Counsel and Counsel for Defendants a declaration attesting to
4 completion of the notice and payment process set forth in this section, including an
5 explanation of efforts to resend Notice Returns, a summary of claims paid, and
6 checks cashed and uncashed, which if requested by the Court, shall be filed by
7 Aggrieved Employees' Counsel.

8 **F. Sufficient Notice**

9 Compliance with the procedures described in this section shall constitute due
10 and sufficient notice to Aggrieved Employees of this Settlement, shall satisfy the
11 requirements of due process, and nothing else shall be required of Representative
12 Plaintiff, Aggrieved Employees' Counsel, Defendants, Counsel for Defendants, or
13 the Settlement Administrator to provide additional notice of the Settlement, unless
14 expressly ordered by the Court.

15 **G. Qualified Settlement Fund**

16 "QSF" shall mean the Qualified Settlement Fund established by the Settlement
17 Administrator for the benefit of the Aggrieved Employees and from which the
18 Settlement Payments and all other payments under this Agreement shall be paid.

19 The Settlement Administrator shall have its own Employer Identification
20 Number under Internal Revenue Service Form W-9 and shall use its own Employer
21 Identification Number and shall transmit the required employers' and employees'
22 share of the withholdings, if any, to the appropriate state and federal tax authorities.
23 The Settlement Administrator shall establish a settlement fund that meets the
24 requirements of a QSF under U.S. Treasury Regulation section 468B-1 and section
25 468B of the Internal Revenue Code of 1986, as amended (the "Code"). The QSF
26 shall be an interest-bearing account at a federally insured bank that is mutually
27 acceptable to the parties and the Settlement Administrator. The parties agree that the
28 QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code

1 and Treas. Reg. Section 1.468B-1, 26 CFR Sections 1.468B-1, *et seq.*, and will be
2 administered by the Settlement Administrator as such. With respect to the QSF, the
3 Settlement Administrator shall: (1) open and administer in such a manner as to
4 qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund”
5 under Section 468B of the Code and Treas. Reg. Section 1.468B-1; (2) satisfy all
6 federal, state, and local income and other tax reporting, return, and filing
7 requirements with respect to Defendants and the QSF and any interest or other
8 income earned by the QSF; and (3) satisfy out of the QSF all (i) taxes (including any
9 estimated taxes, interest, or penalties) with respect to the interest or other income
10 earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with the
11 opening and administration of the QSF and the performance of its duties and
12 functions as described in this Agreement. The aforementioned taxes, fees, costs, and
13 expenses shall be treated as, and included in, the costs of administering the QSF and
14 as Settlement Administration Costs. The Settlement Administrator shall provide
15 copies to Defendants of any federal, state, and local income or other tax reporting,
16 return, and filing prepared on Defendants’ behalf. The parties agree to cooperate
17 with the Settlement Administrator and one another to the extent reasonably necessary
18 to carry out the provisions of this Section.

19 The Settlement Administrator shall provide, as appropriate, an IRS Form 1099
20 to each Aggrieved Employee, Representative Plaintiff, and Aggrieved Employees’
21 Counsel. The Settlement Administrator shall be treated as an “administrator” as
22 defined at Treasury Regulation section 1.468B-2(k) for purposes of federal and state
23 income tax reporting with respect to the distributions and payments made under this
24 Agreement. Accordingly, Forms 1099 will be distributed by the Settlement
25 Administrator at times and in the manner required by the Code and consistent with
26 this Agreement. If the Code, the regulations promulgated thereunder, or other
27 applicable tax law, is changed after the date of this Agreement, the processes set forth
28 in this section may be modified in a manner to comply with any such changes.

1 **H. Formulas to Determine Payment, Distribution of Funds, and**
2 **Payment of Funds**

3 *1. General Terms of Settlement*

4 Defendants shall pay the MSA of Seven Hundred Twenty Five Thousand
5 Dollars and Zero Cents (\$725,000.00) as a non-reversionary, all-inclusive settlement
6 to settle this Lawsuit. The MSA is an all-inclusive settlement of:

7 a. Payments to Plaintiff and the Aggrieved Employees under the Private
8 Attorneys General Act (“PAGA”) for penalties,

9 b. Penalty payment to the Labor Workforce Development Agency
10 (“LWDA”) under PAGA,

11 c. Plaintiff’s Counsel fees of up to thirty-three percent (33%) of the MSA,
12 subject to Court approval,

13 d. Plaintiff’s Counsel litigation costs of up to \$15,000.00, subject to
14 documentation and Court approval,

15 e. Settlement administration costs in the amount not to exceed 6,000.00,
16 and

17 f. Interest.

18 Defendants will fund the MSA by depositing the sum into an escrow account
19 to be established by the Settlement Administrator as approved by the Court, which
20 funds shall be held in trust for the Settlement and created as a QSF as specified above.
21 Defendants shall fund the MSA within 21 calendar days after the Effective Date.
22 Under no circumstances will Defendants be required to pay more than the MSA.
23 Aggrieved Employees’ Counsel Fees and Costs, whether they are awarded as
24 requested or reduced by the Court, shall be paid from the MSA. From the MSA,
25 Aggrieved Employees’ Counsel will request, and Defendants agree not to oppose the
26 motion by Aggrieved Employees’ Counsel seeking:

27 A. An amount not to exceed \$239,250.00 as Aggrieved Employees’
28 Counsel Fees (33% of the MSA), as documented and supported by

1 billing statements of Aggrieved Employees' Counsel in the event that
2 they are requested by the Court;

3 B. An amount not to exceed \$15,000 for recovery of Aggrieved
4 Employees' Counsel Costs, as documented and supported by billing
5 statements of and invoices received by Aggrieved Employees' Counsel
6 in the event that they are requested by the Court; and

7 C. Settlement Administration Costs, in the amount not to exceed \$6,000.00
8 as documented and supported by invoices received by Aggrieved
9 Employees' Counsel.

10 Any amounts from the above allocations not documented or supported by the
11 fee/cost request, or not approved or awarded by the Court, will become a part of the
12 Net Settlement Amount. Under no circumstances shall Defendants be required to pay
13 more than the MSA. After the foregoing disbursements are made, the remainder of
14 the Settlement Payment after disbursing the items (1)(A)-(D) herein shall constitute
15 the Net Settlement Amount. Subject to the Court's approval, the Net Settlement
16 Amount will be allocated as follows: Alleged penalties and interest under PAGA,
17 75% of which will be paid to the LWDA; and 25% of which will be distributed to
18 Plaintiff and the Aggrieved Employees as follows: Aggrieved Employees shall be
19 divided into two general groups based on number of pay periods worked during the
20 relevant time period, such that an estimated 237 drivers each shall receive the same
21 settlement share of approximately \$151.75 or as close to such amount as possible as
22 determined by the Net Settlement Amount; and an estimated 286 drivers each shall
23 receive the same settlement share of approximately \$280.50 or as close to such
24 amount as possible as determined by the final Net Settlement Amount. No funds will
25 revert to Defendants from the MSA. Any unclaimed funds or uncashed checks shall
26 be turned over by the settlement administrator to the State Controller for the State of
27 California, to be deposited in the California Unclaimed Property Fund in the name
28 of each Aggrieved Employee who failed to timely cash his/her check, pursuant to

1 California Civil Code section 1500 *et seq.* The parties agree and acknowledge that
2 the parties' intent is for any Aggrieved Employee who failed to timely cash his/her
3 check to be able to claim the uncashed funds at a later date.

4 2. *Settlement Administration Costs and Payment of MSA*

5 All Settlement Administration Costs shall be paid for from the MSA, as
6 documented and supported by invoices received by Aggrieved Employees' Counsel
7 and as approved by the Court.

8 The Settlement Administrator shall be responsible for making all payment
9 distributions under this Agreement, including payments to the LWDA, to the
10 Aggrieved Employees, and payment distributions for Aggrieved Employees'
11 Counsel Fees and Costs. As soon as practicable and no later than two (2) business
12 days following the Effective Date, the Settlement Administrator shall provide to
13 Defendants complete wiring instructions for the MSA, including, without limitation,
14 the name of the account, name of the bank, routing number, and bank account number
15 or such other pertinent information which might be required of Defendants in order
16 to effectuate payment in accordance with the terms of the Agreement.

17 Defendants shall deposit the MSA with the Settlement Administrator no later
18 than twenty-one (21) calendar days after the Effective Date. Defendants shall be
19 deemed to have fully met its payment obligations under this Agreement upon transfer
20 and/or deposit of the MSA and shall assume no responsibility for the security or
21 distribution of settlement funds following transfer and/or deposit of the MSA.
22 Defendants shall have no further obligations under this Agreement after transferring
23 the MSA to the Settlement Administrator. Aggrieved Employees' Counsel shall
24 timely provide a completed IRS Form W-9 no later than five (5) business days after
25 the Effective Date and any other information needed for the Settlement Administrator
26 to make payments. Any payment obligation by any party shall be tolled until the
27 correct information is provided as required by any party. The Settlement
28

1 Administrator shall prepare, file, and send IRS Form 1099s for Settlement Payments
2 made to Aggrieved Employees and for all other payments issued out of the MSA.

3 Under no circumstances shall Defendants be required to pay more than the
4 MSA. The amounts paid under this Agreement shall not be credited toward or
5 otherwise taken into consideration for purposes of any of Defendants' or the Released
6 Parties' benefit plans, including any profit-sharing plans or bonus plans, to which
7 any Aggrieved Employee is eligible to participate. Rather, it is the parties' intention
8 that this Agreement will not affect any rights or amounts to which Plaintiff or any
9 Aggrieved Employee may be entitled under any benefit plans.

10 **I. The Settlement Administrator**

11 Aggrieved Employees' Counsel is responsible for retaining an experienced
12 Settlement Administrator to facilitate and administer distribution of payments to
13 Plaintiff, the Aggrieved Employees and Aggrieved Employees' Counsel, and to
14 process and administer all aspects of this Settlement. Aggrieved Employees'
15 Counsel agrees to meet and confer with Defense Counsel so that the parties can
16 mutually agree as to the selection of the Settlement Administrator. The actions of
17 the Settlement Administrator shall be governed by the terms of this Agreement. In
18 the event that either Counsel for Defendants or Aggrieved Employees' Counsel take
19 the position that the Settlement Administrator is not acting in accordance with the
20 terms of the Agreement, such party shall meet and confer first with opposing counsel
21 and then, if necessary, with the Settlement Administrator and/or the Court.

22 The Settlement Administrator will administer the settlement, including, but
23 not limited to ascertaining best addresses through United States Postal Service
24 national change of address databases and skip-tracing, re-mailing notices as required,
25 distributing the Notice of Settlement Share and Settlement Payments, and handling
26 inquiries about the calculation of individual Settlement Payments to Aggrieved
27 Employees pursuant to the terms contained in this Agreement. The Settlement
28 Administrator shall establish a physical Settlement payment center address,

1 telephone number, and facsimile number to receive and timely process Aggrieved
2 Employees' inquiries about the Notice of Settlement and process the payments to the
3 Aggrieved Employees under the terms of this Agreement. The Settlement
4 Administrator shall maintain proof of mailing for the Notice of Settlement Share and
5 Settlement Payments and provide copies of these documents to counsel for
6 Defendants upon reasonable notice. The Settlement Administrator is not to destroy
7 either proof of mailing or communications between the Settlement Administrator and
8 any individual who is sent a Notice of Settlement Share and Settlement Payment
9 without first receiving written confirmation from Counsel for Defendants authorizing
10 them to do so.

11 The expiration date of the settlement checks will be one hundred eighty (180)
12 calendar days from the date that the settlement checks are mailed. The amount of
13 any settlement checks that are returned as undeliverable or not cashed by Aggrieved
14 Employees within one hundred eighty (180) calendar days of the date of the mailing
15 of the settlement checks shall become null and void, and such monies shall be
16 distributed to the Controller of the State of California, to be held pursuant to the
17 Unclaimed Property Law, California Civil Code section 1500, *et seq.*, in the name of
18 the Aggrieved Employee.

19 The Settlement Administrator shall not disburse the settlement funds except as
20 provided herein, as ordered by the Court, or as agreed upon, in writing, by Counsel
21 for Defendants and Aggrieved Employees' Counsel. Subject to further orders and/or
22 directions as may be made by the Court, the Settlement Administrator is authorized
23 to execute such transactions on behalf of Aggrieved Employees as are consistent with
24 the terms of this Agreement.

25 **J. Time for Disbursement**

26 Within 30 calendar days after the Effective Date, the Settlement Administrator
27 shall cause to be issued checks to Representative Plaintiff, Aggrieved Employees,
28 Aggrieved Employees' Counsel for its Fees and Costs, and the LWDA under this

1 Agreement. Payment to any Aggrieved Employee will be in the form of a check
2 issued for an amount calculated using the formula contained in this Agreement.
3 Aggrieved Employees will be bound by all the terms of this Agreement, regardless
4 of whether that Aggrieved Employee receives and cashes his or her check for
5 Settlement Payment.

6 **K. Circular 230 Disclaimer**

7 Each party to this Agreement acknowledges and agrees that neither Aggrieved
8 Employees' Counsel nor Counsel for Defendants intend anything contained in this
9 Joint Stipulation of Settlement and Release to constitute advice regarding taxes or
10 taxability, nor shall anything in this Settlement be relied upon as such within the
11 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
12 amended) or otherwise.

13 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

14 **A. No Admission**

15 Neither the acceptance nor the performance by Defendants of the terms
16 contained in this Agreement or any of the related negotiations or proceedings is or
17 shall be claimed to be, construed as, or deemed a precedent or an admission by
18 Defendants and/or the Released Parties of the truth or merit of any allegations in the
19 Lawsuit or of any violation of any federal, state, or local law, ordinance, or
20 regulation, policy, procedure or labor agreement, or of any liability or wrongdoing
21 whatsoever.

22 **B. Non-Evidentiary Use**

23 Neither the Complaint, the Agreement or its terms, nor any statements or
24 conduct in the negotiation or drafting of it, shall be admissible, offered, or used as
25 evidence by Representative Plaintiff, any Aggrieved Employee, or their respective
26 counsel in the Lawsuit or in any other proceeding as evidence of liability or
27 wrongdoing by Defendants and/or the Released Parties, or for any purpose
28 whatsoever. This Agreement may be used by Defendants and/or the Released Parties

1 to prove or defend against any claim released herein by Plaintiff or any Aggrieved
2 Employee in any claim or threatened claim, including but not limited to any judicial,
3 quasi-judicial, administrative, or governmental proceeding. This Agreement shall
4 not be subject to collateral attack by any Aggrieved Employee. Such prohibited
5 collateral attack shall include, but not be limited to claims that the Aggrieved
6 Employee failed, for any reason, to timely receive his or her Settlement Payment.

7 **C. Nullification**

8 Should the Court not approve this Agreement, the parties shall request leave
9 and shall work jointly to attempt to remedy the PAGA settlement in order to obtain
10 the Court's approval. Invalidation by the Court of any material portion of this
11 Agreement shall nullify and invalidate this Agreement in its entirety unless the
12 parties agree in writing that the remaining provisions shall remain in full force and
13 effect; provided, however, that any non-approval by the Court of the attorneys' fees,
14 costs as requested by Aggrieved Employees' Counsel shall not constitute
15 invalidation of a material portion of this Agreement. If the Court for any reason does
16 not approve this Agreement, this Agreement shall be considered null and void and all
17 parties to this Settlement shall stand in the same position, without prejudice, as if the
18 Settlement had been neither entered into nor filed with the Court.

19 **VI. RELEASE**

20 **A. Released Claims of Aggrieved Employees, Including Plaintiff**

21 In consideration of the LWDA Payment and the settlement payments made to
22 the Aggrieved Employees, and by operation of the Agreement's terms (except as to
23 such rights or claims as may be created by the Agreement), as of the date the
24 Settlement becomes final, the State of California, the LWDA and Aggrieved
25 Employees (including Plaintiff) release any and all known and unknown claims
26 under PAGA, Labor Code Sections 2699, et seq., against the Released Parties
27 (defined below) that were or could have been pled based on the factual allegations of
28 Plaintiff's notices to the LWDA, the Complaint, the First Amended Complaint or the

1 Second Amended Complaint. This includes, but is not limited to, PAGA claims for
2 alleged violation of California Labor Code Sections 201, 202, 203, 226, 226.3, 226.7,
3 227.3, 510, 512, 558, 1194, 1197, 1198, and 2802, and Industrial Welfare
4 Commission Wage Orders 1 and 9 from June 8, 2019 through August 22, 2021
5 (“Released Claims of Aggrieved Employees”). Any Aggrieved Employees covered
6 by the Agreement will be barred from proceeding with any claim released by the
7 Agreement, consistent with this Agreement. The Aggrieved Employees’ release only
8 covers claims that were or could have been brought under the allegations in
9 Plaintiff’s notices to the LWDA, Complaint, First Amended Complaint and Second
10 Amended Complaint.

11 “Released Parties” are defined as Defendants CEMEX CONSTRUCTION
12 MATERIALS PACIFIC, LLC; CEMEX CONSTRUCTION MATERIALS SOUTH,
13 LLC; CEMEX TRUCKING, INC.; and CEMEX, INC. their past or present officers,
14 directors, shareholders, employees, agents, principals, heirs, representatives,
15 accountants, auditors, consultants, attorneys, insurers and reinsurers, and their
16 respective successors and predecessors in interest, affiliates, operating entities,
17 parent companies, divisions, subsidiaries, facilities, or parent or related corporate
18 entities.

19 General Release of Wage Claims

20 The Aggrieved Employees’ Released Claims include all such respective
21 claims, whether known or unknown by the releasing party. Thus, even if an
22 Aggrieved Employee (including Plaintiff) discovers facts in addition to or different
23 from those that they now know or believe to be true with respect to the subject matter
24 of the Aggrieved Employees’ Released Claims, e.g. the claims brought in Plaintiff’s
25 Complaint, First Amended Complaint, Second Amended Complaint, or notices to the
26 LWDA, or that could have been brought based on the facts therein, those claims will
27 remain released and forever barred. Therefore, with respect to those respective
28 released claims, Plaintiff and the Aggrieved Employees expressly waive and

1 relinquish the provisions, rights and benefits of California Civil Code Section 1542,
2 which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
4 **THAT THE CREDITOR OR RELEASING PARTY DOES**
5 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
6 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
7 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
8 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
9 **WITH THE DEBTOR OR RELEASED PARTY.**

10 Upon approval by the Court of the parties' Agreement, and except as to such
11 rights or claims as may be created by this Agreement, the State of California and all
12 Aggrieved Employees shall fully release and discharge the Released Parties (as
13 defined above) from all Released Claims of Aggrieved Employees, whether known
14 or unknown, during the Settlement Period in exchange for the consideration provided
15 by Defendants under this Agreement. Any Aggrieved Employee covered by this
16 Agreement will be barred from proceeding with any Released Claims of Aggrieved
17 Employees. Plaintiff and all Aggrieved Employees and their respective heirs,
18 beneficiaries, devisees, executors, administrators, trustees, conservators, guardians,
19 personal representatives, successors-in-interest, and assigns, will forever and
20 completely release and discharge Defendants and the Released Parties from any and
21 all Released Claims of Aggrieved Employees.

22 **B. No Incitement of Claims**

23 Plaintiff agrees that he will not encourage, counsel, assist or incite, directly or
24 indirectly, any person, group or entity including, but not limited to, current or former
25 employees of Defendants to disparage, assert any complaint, claim, charge or
26 grievance, or to initiate any legal proceeding against Defendants or any of their
27 affiliates, operating entities, divisions, subsidiaries, facilities, or parent or related
28 corporate entities.

1 **VII. MISCELLANEOUS PROVISIONS**

2 **A. No Public Statements**

3 None of the parties will make any public statements (including counsel's
4 websites) or issue any press releases/comment to press concerning this settlement.

5 **B. Amendments**

6 The terms and provisions of this Agreement may be amended only by a written
7 agreement, which is both (1) signed by Representative Plaintiff, Aggrieved
8 Employees' Counsel, Defendants, and Counsel for Defendants, and (2) approved by
9 the Court.

10 **C. Jurisdiction of the Court to Enforce Terms of Agreement**

11 The parties agree to the exclusive jurisdiction of the Court to enforce the terms
12 and conditions contained herein and to resolve any dispute concerning any provision
13 of the Settlement Agreement. The parties consent to the continuing jurisdiction of
14 the United States District Court, Central District of California following entry of an
15 order granting approval of the Settlement for purposes of enforcement of the
16 Settlement Agreement and resolution of any dispute concerning any provision of the
17 Settlement Agreement.

18 **D. No Inducements**

19 Representative Plaintiff and Defendants acknowledge that they are entering
20 into this Agreement as a free and voluntary act without duress or undue pressure or
21 influence of any kind or nature whatsoever, and that neither Representative Plaintiff
22 nor any of the Defendants has relied on any promises, representations, or warranties
23 regarding the subject matter hereof other than as set forth in this Agreement.

24 **E. No Prior Assignment**

25 The parties hereto represent, covenant, and warrant that they have not, directly
26 or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity any portion of any liability, claim, demand, action,
28 cause of action, attorneys' fees, or rights herein released and discharged except as set

1 forth herein. If any claims are made by any Aggrieved Employee during the
2 Settlement Period, such a claim will be deemed covered and released by the
3 individual Aggrieved Employee making the claim under the terms set forth herein.
4 Any Aggrieved Employee covered by this Agreement will be barred from proceeding
5 with any such claim.

6 **F. Counterparts**

7 This Agreement, and any amendments hereto, may be executed in any number
8 of counterparts, each of which when executed and delivered shall be deemed to be
9 an original and all of which taken together shall constitute one and the same
10 instrument. Signatures obtained via facsimile, or copies of signatures, shall be
11 deemed valid as if they were inked originals. This Agreement will become effective
12 on the date when the last person signs and dates it.

13 **G. Attorneys' Fees, Costs and Expenses**

14 Except as otherwise specifically provided for herein, each party shall bear his
15 or its own attorneys' fees, costs and expenses.

16 **H. Action to Enforce Agreement**

17 In any suit or court action to enforce the terms of this Agreement, the
18 prevailing party shall be entitled to recover attorneys' fees and costs.

19 **I. Construction**

20 The Parties hereto agree that the terms and conditions of this Agreement are
21 the result of lengthy, intensive, arms-length negotiations between the Parties and that
22 this Agreement is not to be construed in favor of or against any party by reason of
23 the extent to which any party or its counsel participated in the drafting of this
24 Stipulation.

25 **J. Governing Law**

26 This Agreement is intended to and shall be governed by the laws of the State
27 of California, without regard to conflict of law principles, in all respects, including
28 execution, interpretation, performance, and enforcement.

1 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and
2 have caused this Agreement to be executed by their duly authorized representatives.

3 **PLAINTIFF:**

4 DATED: February 27, 2024

DocuSigned by:



21438FAE86ED428

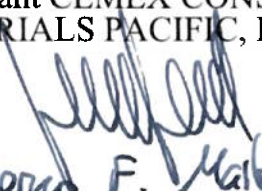
Plaintiff JUAN RAZO

6 **DEFENDANTS:**

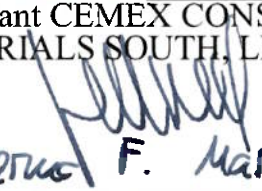
7
8
9 DATED: March 6th, 2024


Guillermo F. Martinez-Saus
Defendant CEMEX CONSTRUCTION
MATERIALS PACIFIC, LLC

11
12
13 DATED: March 6th, 2024


Guillermo F. Martinez-Saus
Defendant CEMEX CONSTRUCTION
MATERIALS SOUTH, LLC

14
15
16 DATED: March 6th, 2024


Guillermo F. Martinez-Saus
Defendant CEMEX TRUCKING, INC.

17
18
19 DATED: March 6th, 2024

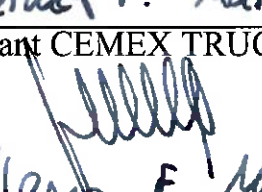

Guillermo F. Martinez-Saus
Defendant CEMEX, Inc.

EXHIBIT A

Notice of Settlement Share and Release of Claims

(Razo v. CEMEX Construction Materials Pacific, LLC, et al., Case No. 2:20-CV-11175-MWF-KS)

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

I. NOTICE OF SETTLEMENT

The United States District Court for the Central District of California (the “Court”) has approved a settlement in the above-captioned action filed by Juan Razo (“Plaintiff”) on behalf of himself and all similarly situated employees.

In this lawsuit, Plaintiff alleges non-compliance with California’s wage-and-hour requirements. CEMEX maintains it has complied with California’s wage-and-hour requirements at all relevant times, and also maintains it has properly paid all wages due to its employees at all relevant times.

The Court has not made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. CEMEX maintains that the company was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: All current and former non-union drivers identified by CEMEX Construction Materials Pacific, LLC, including Plaintiff, who worked as non-union drivers for CEMEX Construction Materials Pacific, LLC in California during the time period from June 8, 2019 through August 22, 2021 (“Settlement Period.”).

II. CALCULATION OF SETTLEMENT SHARE

Your settlement payment is enclosed with this Notice of Settlement Share and Release of Claims. Each employee’s settlement payment was calculated based on number of pay periods worked, as follows: Aggrieved Employees were divided into two general groups based on number of pay periods worked during the relevant time period, such that an estimated 237 drivers each shall receive the same settlement share of approximately \$151.75 or as close to such amount as possible; and an estimated 286 drivers each shall receive the same settlement share of approximately \$280.50 or as close to such amount as possible as determined by the final net settlement amount.

III. RELEASE

The settlement in this case has resulted in a release of claims by Aggrieved Employees as to the Released Parties, as follows: “Released Parties” means CEMEX Construction Materials Pacific, LLC, CEMEX Construction Materials South, LLC, CEMEX Trucking, Inc., and CEMEX, Inc., and their operating entities, divisions, subsidiaries, affiliates, facilities, parent companies or related corporate entities, past or present officers, directors, shareholders, members, legal successors and assigns,

employees (whether present or former), agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and their respective successors and predecessors in interest, affiliated companies, and all other representatives acting for or in concert with CEMEX.

The Court has approved the parties' settlement agreement, referred to as the Joint Stipulation of Settlement and Release ("Agreement"). In consideration of the payment made to California's Labor Workforce Development Agency ("LWDA") and the settlement payments made to the Aggrieved Employees, and by operation of the Agreement's terms (except as to such rights or claims as may be created by the Agreement), as of the date the Settlement becomes final, the State of California, the LWDA and Aggrieved Employees release any and all known and unknown claims under PAGA, Labor Code Sections 2699, et seq., against the Released Parties (defined above) that were or could have been pled based on the factual allegations of Plaintiff's notices to the LWDA, the Complaint, the First Amended Complaint or the Second Amended Complaint. This includes, but is not limited to, PAGA claims for alleged violation of California Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1198, and 2802, and Industrial Welfare Commission Wage Orders 1 and 9 from June 8, 2019 through August 22, 2021 ("Released Claims of Aggrieved Employees"). Any Aggrieved Employee covered by the Agreement will be barred from proceeding with any claim released by the Agreement. The Aggrieved Employees' release only covers claims that were or could have been brought under the allegations in Plaintiff's notices to the LWDA, Complaint, First Amended Complaint and Second Amended Complaint.

Waiver Under California Civil Code Section 1542. The Aggrieved Employees' Released Claims include all such respective claims, whether known or unknown by the releasing party. Thus, even if an Aggrieved Employee discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Aggrieved Employee's Released Claims, e.g. the claims brought in Plaintiff's Complaint, First Amended Complaint, Second Amended Complaint, or notices to the LWDA, or that could have been brought based on the facts therein, those claims will remain released and forever barred. Therefore, with respect to those respective released claims, Plaintiff and the Aggrieved Employees expressly waive and relinquish the provisions, rights and benefits of California Civil Code Section 1542, which provides:

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

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, _____ at _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State Controller for the State of California, to be deposited in the California Unclaimed Property Fund in the name of each Aggrieved Employee who failed to timely cash his/her check. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.