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 Construction, LLC and Aluma Systems Concrete
 Construction of California, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JOSE TALLON, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

ALUMA SYSTEMS CONCRETE
 CONSTRUCTION, LLC a Delaware
 corporation; ALUMA SYSTEMS CONCRETE
 CONSTRUCTION OF CALIFORNIA, INC., a
 Delaware corporation; and DOES 1 through 10,
 inclusive,

Defendants

Case No.: CIVDS2012039

CLASS ACTION

[Hon. David Cohn, Dept. S26]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint filed: June 5, 2020
 Trial date: Not set

This Settlement Agreement and Release of PAGA Claims (“Agreement”) is between Plaintiff Jose Tallon (“Plaintiff”), on behalf of himself, the State of California, and other allegedly aggrieved employees, and Defendants Aluma Systems Concrete Construction, LLC and Aluma Systems Concrete Construction of California, Inc. (“Defendants” and with Plaintiff, the “Parties”). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Tallon v. ALUMA SYSTEMS CONCRETE CONSTRUCTION, LLC, et al.*, Case No. CIVDS2012039 (San Bernardino County Superior Court, filed June 5, 2020) (the “Action”) involving claims brought under the California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*

1. DEFINITIONS

The following terms shall be defined as set forth below for purposes of this Agreement only:

1.1. “Administration Fees” means the amount to be paid to the Settlement Administrator (as defined below) for costs associated with administration of the settlement contemplated by this Agreement, including costs for, among other things, printing, copying, formatting, translation of materials, postage, envelopes, computer searches to locate addresses, calculation of payments, costs associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to complete the settlement process according to the terms of this Agreement. The Parties agree that Administration Fees will not exceed \$10,000.00, all of which are to be taken from the PAGA Gross Settlement Amount (as defined below).

1.2. “Aggrieved Employees” means all non-exempt, hourly paid employees of Defendants employed in California, during the Settlement Period (as defined below).

1.3. “Aggrieved Employee Settlement Amount” means 25% of the PAGA Net Settlement Amount (as defined below).

1.4. “Approval Order” means the approval order issued and entered by the Court following a Motion or Stipulation for approval of this Agreement.

1.5. “Attorneys’ Fees and Costs” means the payment, as approved by the Court, to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims Plaintiff may

1 have for reasonable attorneys' fees, litigation costs, and expenses incurred in the Action.
2 Attorneys' Fees and Costs are to be taken from the PAGA Gross Settlement Amount (as defined
3 below). The amount of attorneys' fees awarded to Plaintiff's Counsel may not exceed 35% of the
4 PAGA Gross Settlement Amount, and the amount of litigation costs and expenses (combined) may
5 not exceed \$15,000. Defendants will not object to or otherwise oppose requests consistent with
6 this paragraph.

7 **1.6. "Effective Date"** means the date on which the Judgment (as defined below)
8 becomes final. For purposes of this Agreement, the Judgment "becomes final" upon the later of: (i)
9 if no objection is filed, 60 days from the date the Approval Order is signed; (ii) if an objection is
10 submitted, the expiration date of the time for the filing or noticing of any appeal from, or other
11 challenge to, the Judgment (this time period shall not be less than 60 calendar days after notice of
12 entry of the Judgment or, if no notice of entry of Judgment is given, 180 days after Judgment is
13 entered); (iii) if there is an appeal, the date the Judgment is affirmed on appeal, the date of
14 dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the
15 California Supreme Court; or (iv) the date of final dismissal of any appeal from the Judgment or
16 the final dismissal of any proceeding on review of any court of appeal decision relating to the
17 Judgment. No money will be distributed unless and until the Effective Date occurs.

18 **1.7. "Individual Settlement Payments to Aggrieved Employees"** means the
19 individual payments that shall be made to each Aggrieved Employee, which in the aggregate shall
20 total the Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved
21 Employees are to be taken from the PAGA Net Settlement Amount (as defined below).

22 **1.8. "Judgment"** means a judgment entered by the Court that approves this
23 Agreement, and incorporates by reference the terms and conditions of this Agreement, and
24 dismisses the Action with prejudice while retaining jurisdiction pursuant to C.C.P. §664.6 to
25 enforce this Agreement.

26 **1.9. "LWDA"** means the Labor and Workforce Development Agency.

27 **1.10. "LWDA PAGA Payment"** means the payment that shall be made to the
28 LWDA, which shall equal 75% of the PAGA Net Settlement Amount (as defined below). LWDA

PAGA Payment is to be taken from the PAGA Net Settlement Amount.

1.11. "PAGA Gross Settlement Amount" means One Hundred Thousand Dollars (\$100,000). This amount shall be used to satisfy all liabilities arising from this Agreement, including Attorneys' Fees and Costs, Plaintiff's Enhancement Payment (as defined below), Individual Settlement Payments to Aggrieved Employees, Administration Fees, and LWDA PAGA Payment. Defendants shall pay exactly the PAGA Gross Settlement Amount to fulfill all of its obligations under this settlement. The amount of the PAGA Gross Settlement Amount is a material term of this Agreement and Defendants shall not be required to pay more than the PAGA Gross Settlement Amount.

1.12. "PAGA Net Settlement Amount" means the amount, as approved by the Court, after Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, and Administration Fees are subtracted from the PAGA Gross Settlement Amount.

1.13. "Plaintiff's Counsel" means the law firm of Moon & Yang, APC.

1.14. "Plaintiff's Enhancement Payment" means the Court-approved payment that shall be made to Plaintiff in consideration for his time and assistance provided to Plaintiff's Counsel in pursuing this Action. Plaintiff's Enhancement Payment shall be in addition to the amount payable to Plaintiff as the Individual Settlement Payments to Aggrieved Employees. Plaintiff's Enhancement Payment shall not exceed \$7,500. Plaintiff's Enhancement Payment shall also be consideration for a general release of all known and unknown claims against the Released Parties (as defined below). Plaintiff's Enhancement Payment is to be taken from the PAGA Gross Settlement Amount.

1.15. "Settlement Administrator" means ILYM Group, Inc., the third-party settlement administrator mutually-approved by the Parties. The Settlement Administrator will be responsible for establishing a Qualified Settlement Fund (as defined below), and issuing all payments and appropriate tax forms.

1.16. "Settlement Period" means June 4, 2019 through the date of entry of the Approval Order.

1.17. "Settlement Workweeks" means the number of pay periods worked by the

Aggrieved Employees during the Settlement Period. At the time of settlement, the Parties understood that this settlement would cover approximately 4,047 pay periods. In the event of an increase in the in pay periods of more than 20%, the following provision shall apply notwithstanding the definitions set forth in 1.11 and 1.16: If the number of pay periods is 4,856 or more, Defendants shall have the option, in their sole discretion, of (1) increasing the Gross Settlement Amount by the percentage that that actual number of aggrieved employees or pay periods exceeds 4,856, (2) cutting off the Settlement Period to the date on which 4,856 pay periods are reached, or (3) nullifying the settlement.

1.18. “Qualified Settlement Fund” means a fund established by the Settlement Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

2. RECITALS AND PROCEDURAL HISTORY

2.1. Allegations in the Action. On June 4, 2020 Plaintiff submitted a letter online to the Labor and Workforce Development Agency (the “LWDA”), with copies sent via certified mail to Defendants, alleging various Labor Code violations. On June 5, 2020, Plaintiff filed the Action against Defendants in the Superior Court of the State of California for the County of San Bernardino, individually and on behalf of all others similarly situated, alleging various labor code violations. On or about January 5, 2021, Plaintiff filed his First Amended Complaint (the original Complaint and the First Amended Complaint are referred to together as “Complaint” herein) on behalf of the State of California and similarly situated “aggrieved employees” pursuant to PAGA. The Complaint alleges claims for penalties under PAGA for violation of the California Labor Code, including, but not limited to, theories of liability for failure to pay minimum wages, earned rates, and/or overtime wages, failure to provide meal and/or rest periods, failure to provide accurate wage statements, failure to maintain accurate records, and failure to pay all wages due at termination (Labor Code §§ 201, 202, 203, 204, 201, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198), as well as the California Wage Order.

2.2. Defendants’ Denials. Nothing in this Agreement shall constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation against it. Defendants deny (1) all the material allegations in the Action; (2) that Defendants violated any

1 applicable laws; and (3) that Defendants are liable for damages, penalties, attorneys' fees, costs, or
2 any other form of compensation or remedy with respect to the claims asserted in the Action.
3 Nevertheless, without admitting any liability or wrongdoing, Defendants have agreed to settle the
4 Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of
5 litigation. Any statements by Defendants in this Agreement are made for settlement purposes only.

6 **2.3. Counsel's Investigation.** Plaintiff's Counsel has investigated the facts
7 relating to the claims alleged in the Complaint and also has analyzed all defenses. Plaintiff's
8 Counsel also engaged in formal and informal discovery and obtained the production of relevant
9 data from Defendants prior to settlement discussions, including time and pay records for a
10 significant portion of allegedly aggrieved employees, to allow Plaintiff's Counsel to further
11 investigate and evaluate the claims and defenses in this Action.

12 **2.4. Negotiation of Settlement.** Subsequent to their exchange of data and
13 documents, the Parties engaged in arms-length negotiations, before experienced mediator Lisa
14 Klerman, with a view toward achieving substantial benefits for the Aggrieved Employees and the
15 State of California, while avoiding the cost, delay, and uncertainty of further litigation.

16 **3. COURT APPROVAL OF SETTLEMENT**

17 **3.1. Court Approval of the Settlement.** The Parties will present this
18 Agreement to the Court and will jointly stipulate and request that the Court issue the Approval
19 Order and Judgment. Upon entry of the Approval Order, the Court shall also enter Judgment.
20 Plaintiff's counsel agrees that the stipulation for settlement will be filed as soon as possible, and
21 shall include this Agreement, a [Proposed] Approval Order, and a [Proposed] Judgment. If the
22 Court requires Plaintiff file a motion for approval rather than a stipulation, Plaintiff shall file a
23 motion requesting the Court issue the Approval Order and Judgment.

24 **4. SETTLEMENT PROCEEDS**

25 **4.1. Funding of the Settlement.** Within 14 calendar days after the Effective
26 Date or the date the Court approves this Settlement, whichever is earlier, Defendants will deposit
27 the PAGA Gross Settlement Amount with the Settlement Administrator.

28 **4.2. Delivery of the List of Aggrieved Employees.** As soon as practicable, but

no later than 15 calendar days after the Effective Date, Defendants will provide the Settlement Administrator with a confidential list containing the Aggrieved Employees' names, last known addresses, last known telephone numbers, and social security numbers, which will be used to send the Individual Settlement Payments to Aggrieved Employees. Defendants will also provide the Settlement Administrator with the dates of employment for each Aggrieved Employee, in order to calculate the number of weeks worked. Data provided by Defendants shall be kept confidential by the Settlement Administrator except for purposes of administering the settlement. The Settlement Administrator shall not share any personally-identifying Aggrieved Employee data with Plaintiff's Counsel, but may disclose the number of Aggrieved Employees, the number of pay periods worked by each Aggrieved Employee, and their Individual Settlement Payments. Upon request, Plaintiff's Counsel may be provided with information identifying each Aggrieved Employee by number without personally-identifying information, and reflecting the dates of employment for each Aggrieved Employee.

4.3. Categories of Settlement Payments. Within 15 calendar days after the Effective Date, the Settlement Administrator shall issue the following payments: (a) the Individual Settlement Payments to Aggrieved Employees (including Plaintiff); (b) the LWDA PAGA Payment to the LWDA; (c) Plaintiff's Enhancement Payment to Plaintiff; (d) Attorney's Fees and Costs to Plaintiff's Counsel; and (e) the Administration Fees to itself. The Settlement Administrator, and not Defendants, will issue appropriate tax forms for all payments issued under this Settlement. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and the individual claims for Plaintiff, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the payments shall be distributed without a claims process or an opportunity to object or opt out.

4.4. Distribution of PAGA Net Settlement Amount. The PAGA Net Settlement Amount will be distributed as follows:

a. 75% of the PAGA Net Settlement Amount shall be paid to the LWDA as the LWDA PAGA Payment; and

1 **b.** The remaining 25% of the PAGA Net Settlement Amount shall be
2 paid as Individual Settlement Payments to Aggrieved Employees. An Individual Settlement
3 Payment shall be calculated by (i) multiplying the amount of pay periods worked by an Aggrieved
4 Employee and the Aggrieved Employee Settlement Amount, and (ii) dividing that amount by the
5 total number of pay periods worked by all Aggrieved Employees.

6 **c.** The number of pay periods designated for each Aggrieved Employee
7 shall be the pay periods between June 4, 2019 and the date of entry of the Approval Order.

8 **4.5. Distribution of Individual Settlement Payments to Aggrieved**
9 **Employees.** Within 30 calendar days after the Effective Date, the Settlement Administrator will
10 issue to each Aggrieved Employee a check in the amount of his or her Individual Settlement
11 Payment, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks shall
12 remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check
13 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
14 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall use the
15 National Change Of Address (“NCOA”) database maintained by the United States Postal Service
16 to locate the Aggrieved Employee and will then mail the Individual Settlement Payment to the
17 address identified by the NCOA. Funds contained in the settlement checks that are returned as
18 undeliverable and in settlement checks uncashed for more than 180 days after issuance will be
19 tendered to the California State Controller’s Office - Unclaimed Property Fund, to be held in the
20 name of the Aggrieved Employee. All settlement payments to Aggrieved Employees will be
21 treated as miscellaneous income for which a Form 1099 will be issued.

22 **4.6. Attorneys’ Fees and Costs.**

23 **a.** Plaintiff’s Counsel will apply to the Court for an award of attorneys’
24 fees not to exceed thirty-five percent (35%) of the PAGA Gross Settlement Amount. Plaintiff’s
25 Counsel will also apply to the Court for an award of reasonable litigation costs not to exceed
26 \$15,000. Plaintiff’s Counsel will be responsible for submitting all documents necessary to support
27 their request for attorneys’ fees and costs.
28

b. Defendants will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, not to exceed thirty-five percent (35%) of the PAGA Gross Settlement Amount, and reasonable litigation costs not to exceed \$15,000.

c. In the event that the Court does not approve an award of attorneys' fees or costs equal to the requested amount, or the Court approves a lesser amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees and costs, and this Settlement will remain enforceable.

d. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Net Settlement Amount.

e. Defendants shall have no liability for any other attorneys' fees or costs.

f. The Settlement Administrator shall issue Forms 1099 to Plaintiff's Counsel to reflect payment of Attorneys' Fees and Costs. Plaintiff's Counsel agree that they are solely responsible for paying all applicable taxes on Attorneys' Fees and Costs.

4.7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees, including Plaintiff, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

4.8. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys or other advisors, is or was intended to be, nor will 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 C.F.R. Part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and

1 tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered
2 into this Agreement based upon the recommendation of any other Party or any attorney or advisor
3 to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any
4 attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Party;
5 and (3) no attorney or advisor to any other Party has imposed any limitation that protects the
6 confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such
7 limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of
8 any transaction, including any transaction contemplated by this Agreement.

9 **5. RELEASES**

10 **5.1. Release of PAGA Claims.** Upon entry of Judgment and subject to
11 Defendants' full payment of the PAGA Gross Settlement Amount, Plaintiff, the State of California,
12 and Aggrieved Employees will fully and finally release and discharge Defendants, and each of
13 them, and all of their former, present and future owners, parents, affiliates, and subsidiaries, and all
14 of their respective current, former and future officers, directors, members, managers, employees,
15 consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants,
16 insurers, or legal representatives ("Released Parties"), from all PAGA claims by the Aggrieved
17 Employees alleged in the Complaint, or which could have been alleged based on the facts set forth
18 in the Complaint, which may have arisen during Settlement Period.

19 This is limited to claims for penalties under PAGA for violation of the California Labor
20 Code, including, but not limited to, theories of liability for failure to pay minimum wages, earned
21 rates, and/or overtime wages, failure to provide meal and/or rest periods, failure to provide accurate
22 wage statements, failure to maintain accurate records, and failure to pay all wages due at
23 termination or during employment (Labor Code §§ 201, 202, 203, 204, 201, 226, 226.3, 226.7, 510,
24 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198), as well as the California Wage Order.

25 **5.2. Claims Released By Plaintiff.** Plaintiff generally releases any and all
26 known and unknown claims against the Released Parties. This general release of all known and
27 unknown claims includes, but is not limited to, claims under the California Labor Code, such as
28 unpaid wages, wage-related penalties, interest, or business-related expenses. This also includes,

1 but is not limited to, claims for employment discrimination, harassment, wrongful termination,
2 constructive termination, violation of public policy, breach of any express or implied contract,
3 breach of any implied covenant, fraud, intentional or negligent misrepresentation, emotional
4 distress, defamation, libel, slander, or any other claims relating to Plaintiff's employment or
5 alleged employment. This release shall not apply to any claims that cannot be released as a matter
6 of law.

7 For the purpose of implementing a full and complete release and discharge of Defendants
8 and the Released Parties, Plaintiff expressly acknowledges that the release in this Agreement is
9 intended to include in its effect, without limitation, all claims he did not know or suspect at the
10 time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon
11 which they might be based, would materially have affected the settlement of this matter, and that
12 the consideration given under this Agreement is also for the release of those claims and
13 contemplates the extinguishment of any such claims.

14 Plaintiff expressly waives all rights provided by California Civil Code § 1542, or other
15 similar statutes that Plaintiff may have against any of the Released Parties. California Civil Code §
16 1542 provides:

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

22 This general release and waiver of rights under California Civil Code § 1542 includes any
23 and all claims based on conduct or omissions that occurred at any time prior to the date of entry of
24 Judgment.

25 **6. MISCELLANEOUS**

26 **6.1. No Prior Assignment.** Plaintiff represents and warrants that he has not
27 assigned or transferred any portion of any claims, demands, obligations, causes of action, rights, or
28 liabilities that, but for such assignment or transfer, would be released under this Agreement.

6.2. Nullification of Settlement Agreement. Unless otherwise noted herein, if
(i) the Court does not approve the settlement as provided or (ii) the Effective Date does not occur

1 for any other reason, this Agreement and any documents generated to bring it into effect will be
2 null and void, and the Parties will be returned to their original, respective positions.

3 **6.3. Warranty of No Pending Claims.**

4 **a.** Plaintiff agrees that, unless pursuant to a valid subpoena or as
5 otherwise compelled by law, he will not in the future directly or indirectly encourage, solicit, seek
6 out, or assist any other person in considering or bringing claims against the Released Parties that
7 are the same as or similar to those asserted in the Action. Nothing in this Agreement waives or
8 limits Plaintiff's right to respond accurately to any question when required to do so by law or in
9 response to a valid subpoena or written request for information by a legislature or administrative
10 agency. Within two business days of being served with a valid and legally enforceable subpoena
11 or other written request for information or testimony, Plaintiff shall contact Defendants' counsel as
12 follows: Brian Long at Seyfarth Shaw LLP, 601 S. Figueroa St., Suite 3300, Los Angeles, CA
13 90017, email: bplong@seyfarth.com.

14 **b.** To the fullest extent permissible under applicable California law,
15 Plaintiff's Counsel represents and warrants on behalf of themselves and all others acting on their
16 behalf, that they: (i) have not been retained by any other individuals with claims against any of the
17 Released Parties; (ii) are unaware of any other individuals who have pending claims against any of
18 the Released Parties or who have current plans to file such claims; (iii) are not aware of, and have
19 not been informed of, any other claimant or attorney who intends to bring a claim against any of
20 the Released Parties including, but not limited to, any claim based on the subject matter of the
21 Action; and (iv) do not currently intend to bring any other claim against any of the Released
22 Parties.

23 **6.4. Entire Agreement.** This Agreement constitutes the entirety of the Parties'
24 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
25 binding on the Parties.

26 **6.5. Amendment or Modification.** This Agreement may be amended or
27 modified only by a written instrument, signed by all Parties and their counsel.

28 **6.6. Authorization to Enter into a Settlement Agreement.** Counsel for all

Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement.

6.7. Governing Law. All terms of this Agreement shall be governed by, and interpreted according to, the laws of the State of California.

6.8. Execution and Counterparts. This Agreement is subject to the execution of all Parties and their counsel. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including fax and scanned copies of the signature page, will be deemed to be one and the same instrument.

6.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

6.10. Construction and Interpretation. Headings and paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any of its provisions. Each term of the Agreement is contractual.

6.11. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy. Any waiver must explicitly be in writing, identifying the term of the Agreement that is waived, and signed by the waiving Party.

6.12. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

1 **6.13. Representation by Counsel.** The Parties acknowledge that they have been
2 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
3 and that this Agreement has been executed with the consent and advice of counsel, and reviewed in
4 full.

5 **6.14. Cooperation and Execution of Necessary Documents;**
6 **Stipulation/Motion for Court Approval.** All Parties will cooperate in good faith and execute all
7 documents to the extent reasonably necessary to effectuate the terms of this Agreement. Plaintiff's
8 Counsel shall assist with the preparation and filing of a joint stipulation for Court approval of the
9 Settlement (or a motion if required by the Court) as soon as practicable.

10 **6.15. Binding Agreement.** The Parties warrant that they understand and have full
11 authority to enter into this settlement, and further intend that this Agreement will be fully
12 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure
13 in any proceeding to enforce its terms.

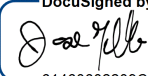
14 **6.16. Compliance with PAGA's Procedural Requirements.** Plaintiff agrees
15 that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory
16 tasks as required by law necessary to effectuate consummation and approval of this Settlement.
17 Plaintiff will submit this Agreement to the LWDA within ten (10) business days after it is fully
18 executed, so that the stipulation presented to the Court shall accurately state that the LWDA has
19 been notified of the settlement.

20 **SO AGREED AND STIPULATED:**

21 [signatures on following page]
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23
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25
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27
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1 Dated: 7/12/2022

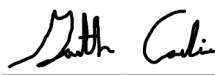
PLAINTIFF JOSE TALLON

DocuSigned by:


Jose Tallon

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5 Dated: July 6, 2022

DEFENDANTS ALUMA SYSTEMS
CONCRETE CONSTRUCTION, LLC AND
ALUMA SYSTEMS CONCRETE
CONSTRUCTION OF CALIFORNIA, INC.

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7
8
9 By: 
10 Title: Assistant General Counsel

11
12 **APPROVED AS TO FORM ONLY:**

13 Dated: July 8, 2022

MOON & YANG, APC

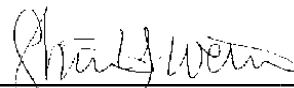
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Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff

18
19 **APPROVED AS TO FORM ONLY:**

20 Dated: July 6, 2022

SEYFARTH SHAW, LLP

21
22 

Shireen Yvette Wetmore
Brian P. Long
Attorneys for Defendants Aluma Systems
Concrete Construction, LLC and Aluma
Systems Concrete Construction of
California, Inc.

EXHIBIT A

Date

NOTICE OF SETTLEMENT**San Bernardino County Superior Court Case No. CIVDS2012039****Case Name: *Jose Tallon v. Aluma Systems Concrete Construction, LLC, et al.***

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

Defendants Aluma Systems Concrete Construction, LLC and Aluma Systems Concrete Construction of California, Inc. have entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act ("PAGA"). This settlement releases claims for civil penalties under PAGA relating to failure to pay minimum wages, earned rates, and/or overtime wages, failure to provide meal and/or rest periods, failure to provide accurate wage statements, failure to maintain accurate records, and failure to pay all wages due at termination and during employment. There is no right to opt out of the PAGA settlement. The enclosed check represents your portion of the settlement payment as part of this compromise and settlement.

The settlement check shall remain valid for 180 calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in your name (https://www.sco.ca.gov/upd_msg.html).

If you have additional questions, you may contact [Settlement Administrator phone number].