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Attorneys for Plaintiffs

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

FRANCISCO GUTIERREZ, individually,
and as a representative of other aggrieved
employees,

Plaintiff,

vs.

SNEARY CONSTRUCTION, INC., a
Corporation, MONTIE SNEARY, and
DOES 1 through 250, inclusive,

Defendants.

Case No.: CIVDS 2016854

The Honorable Brian S. McCarville

**TERMS OF SETTLEMENT FOR
RESOLUTION OF ACTION FILED AS CLASS
ACTION AND REPRESENTATIVE ACTION,
AND REQUEST FOR COURT APPROVAL**

Date: May 5, 2021
Time: 9:00 a.m.
Dept.: S30

Action Filed: 08/11/2020
Trial Date: Not Yet Set

**TERMS OF SETTLEMENT FOR RESOLUTION OF ACTION FILED AS
CLASS ACTION AND REPRESENTATIVE ACTION,
AND REQUEST FOR COURT APPROVAL**

A. Introductory Recitals; Identification of the Parties

1. On August 11, 2020, FRANCISCO GUTIERREZ (“Plaintiff”) filed a putative wage-and-hour class action lawsuit, individually, and on behalf of himself and all others similarly situated and the general public, against SNEARY CONSTRUCTION, INC., a California Corporation (the “Company”); MONTIE SNEARY, an individual (“Sneary,” and collectively with the Company, “Defendants”); and DOES 1 through 250, inclusive. Plaintiff filed a First Amended Complaint (“FAC”) on November 2, 2020, which is his operative complaint and incorporates a cause of action for penalties pursuant to the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.* (altogether, the “Putative Class/Representative Action”). Defendants filed an Answer to Plaintiff’s FAC on December 17, 2020, generally and specifically denying the allegations contained therein, and denying that they have, in whole or in part, any liability to Plaintiff; denying that a class is appropriate; denying that a representative action is appropriate; and denying that they have, in whole or in part, any liability to any other persons in the alleged putative class or representative group. The Putative Class/Representative Action is pending in the Superior Court of the State of California, County of San Bernardino, Case No. CIV DS 2016854 (the “Court”).

2. After service of the Putative Class/Representative Action, Plaintiff and Defendants (each individually referred to as a “Party,” or collectively, the “Parties”) engaged in extensive pre-mediation communication and exchange of information. The Parties then attended a full day of mediation on February 9, 2021, with Hon. Carl J. West (Ret.), of JAMS Mediation, Arbitration and ADR Services. In preparation for mediation, the Parties executed a Mediation Confidentiality Agreement, and Defendants prepared and provided to Plaintiff significant amounts of mediation data, which included data relating to various wage-and-hour issues in Plaintiff’s FAC and as related to the Putative Class/Representative Action. The mediation concluded with the Parties having agreed in principle to a settlement as described below. The Parties now desire to terminate the Putative Class/Representative Action and settle their respective differences, controversies, and misunderstandings, and have agreed to resolve the Putative Class/Representative Action on certain terms and conditions to present to the Court for approval, pursuant

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to California Rules of Court (“CRC”), Rule 3.769. The Parties’ settlement of the Putative Class/Representative Action contemplates that Defendants will pay certain compensation to settle the claims of Plaintiff and others within the scope of Plaintiff’s FAC and the Putative Class/Representative Action as a “Settlement Class,” further defined in Paragraph B.2., below, in exchange for releases of claims and controversies by the Settlement Class. This “Terms of Settlement for Resolution of Action Filed As Class Action and Representative Action, and Request for Court Approval” (“Settlement Agreement” or “Agreement”) constitutes the terms and conditions upon which the Parties have agreed to settle, and for which they will seek Court approval. The Parties acknowledge that each of them deny any wrongdoing whatsoever in connection with one another, and that this Settlement Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Settlement Agreement shall constitute or be treated as an admission of wrongdoing or liability on the part of Defendants.

B. The Settlement Class

1. Plaintiff’s Putative Class/Representative Action generally includes causes of action to recover damages alleged to be owed to himself and others similarly situated and the general public, whom Plaintiff alleges from August 11, 2016 and continuing: (1) were not paid overtime compensation; (2) were not provided or paid for meal periods; (3) were not provided or paid for rest breaks; (4) were not provided properly itemized wage statements; (5) were not paid for all hours worked; (6) were not reimbursed for all business expenses; (7) were not paid all wages due upon termination; and (8) were subject to unlawful competition and unlawful business practices as a result thereof.

2. The Parties agree—for purposes of this Settlement Agreement only—that the “Class Period” for which the claims of the Settlement Class will be settled will be from August 11, 2016 to August 25, 2020, inclusive of all claims for PAGA penalties alleged in the FAC. The Parties also specifically intend and agree that, subject to Court approval, this Settlement Agreement is by and between, and is specifically intended to bind and include, Plaintiff; Defendants; and each member of the “Settlement Class,” defined as each individual who worked for Defendants during the Class Period who fall within the definitions of the classes and sub-classes in Plaintiff’s FAC. Altogether, the Settlement Class includes the 235 individuals identified on **Exhibit 1** to this Agreement, including Plaintiff. The Parties further

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agree that this Settlement Agreement settles and resolves all claims that Plaintiff and the Settlement Class have or may have against Defendants, which arose within the Class Period, as to all causes of action and requests for relief asserted in the Putative Class/Representative Action and all claims and requests for relief that could have been asserted in the Putative Class/Representative Action based on the facts alleged in Plaintiff's FAC.

3. Within ten (10) Business Days (as that term is defined by Civil Code Section 9) following entry of the Court's order fully granting preliminary approval to this Settlement Agreement, Defendants will provide: (a) to the Court-appointed Settlement Administrator, a complete electronic database of all members of the Settlement Class, to include, for each person: full name (first, middle name or initial, and last); current or last known address; social security number; and the total hours worked per Settlement Class Member within the Class Period (including the 4-year period of August 11, 2016 to August 25, 2020, and the 1-year PAGA period of August 25, 2019 to August 25, 2020) (altogether, the "Class List"); and (b) to Plaintiff's counsel, the Law Offices of Buchsbaum & Haag, LLP (on the condition of appointment as class counsel), a copy of the Class List, except without each person's social security number. In the event there are one or more persons who qualify to be a Settlement Class member by virtue of its definition and/or a Court order, but who are not identified by Defendants on the Class List and are not provided a full and fair opportunity to participate in the settlement of the Putative Class/Representative Action as determined by the Court, then such persons are not covered by this Settlement Agreement, are not entitled to participate in the settlement process, and are not bound by the releases of liability afforded Defendants hereunder. Should the Court-appointed Settlement Administrator require further assistance from Defendants with regard to the Settlement Class's Class List data to the extent needed to support the court approval processes, Defendants agree to cooperate with any such reasonable requests. The Court-appointed Settlement Administrator will use such Class List information during the Court-directed notice and settlement stages, subject to the entry of any and all orders issued by the Court, and for no other purposes whatsoever; in all other respects, the information on the Class List will remain confidential. The *Law Offices of Buchsbaum & Haag, LLP* (on the condition of appointment as class counsel) will also use such Class List information during the Court-directed notice and settlement stages, subject to the entry of any and all orders issues by the Court, and for no other purposes whatsoever; in all other respects, the information on the Class List will remain confidential. Further, if final approval is not entered, or if approval is reversed on appeal, the Law

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Offices of Buchsbaum & Haag, LLP must immediately destroy all copies of the Class List and not use any information obtained from the Class List for any purpose whatsoever.

4. The Parties stipulate to certification of the Settlement Class and exchange of the Class List data as described above only for the purposes of proposing this Settlement Agreement to the Court, and to attain Court approval of the Settlement Agreement. Should this Settlement Agreement not become effective for any reason, should Court approval not be granted (or reversed after appeal), or should the Settlement Agreement be voided for any reason, then the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on, and not be admissible on, the question of whether a class should be certified in the Putative Class/Representative Action in any context. Further, in any such events, the Class List data will not be used by Plaintiff, Plaintiff's counsel, or the Court-appointed Settlement Administrator for any other purposes whatsoever, and shall be disposed of as ordered by the Court.

5. Plaintiff's counsel of record in the Class Action – the *Law Offices of Buchsbaum & Haag, LLP* – may apply to be appointed as “Class Counsel” for the Settlement Class as part of the Court approval process. Defendants shall not object to, nor oppose such a request.

C. Payment Terms

1. In full and complete settlement of the Putative Class/Representative Action, and in exchange for the releases set forth below, Defendants will pay Five Hundred Fifty Thousand Dollars (\$550,000.00) as a “Settlement Amount,” without refund or reversion. As described below, the Settlement Amount shall be inclusive and in satisfaction of all requests for relief and payments to Plaintiff and the Settlement Class arising from and related to the Putative Class/Representative Action and settlement, including but not limited to: wages, damages, and all other requests for relief and claims for payment under the causes of action alleged in Plaintiff's FAC; all attorney's fees; all of the costs and expenses of litigation of the Putative Class/Representative Action; all of the costs and expenses associated with this Settlement Agreement and settlement administration; a service payment awarded to the Plaintiff (if any); penalties, liquidated damages, and PAGA civil penalties; interest; and any and all other claims for relief alleged in the FAC that are or may be alleged to be owed to the Plaintiff and/or the Settlement Class, and his or

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their representatives or agents; but exclusive only of the employer's share of payroll taxes on any portion of the payments to the Settlement Class which constitute W-2 wages. Other than Defendants' obligation to pay the Settlement Amount and the employer's payroll tax withholding on any portion of the payments to the Settlement Class that constitute W-2 wages, Defendants have no other obligation to provide any measure of relief or payment, in cash, in kind, or otherwise, to Plaintiff or the Settlement Class as a result of this Settlement.

2. The Settlement Amount will be paid by Defendants in installments as follows:

2.A. On or before the sixtieth (60th) calendar day following execution of this Settlement Agreement, Defendants will pay One Hundred Thousand Dollars (\$100,000.00);

2.B. Thereafter, the Company will pay Six Thousand Five Hundred Dollars (\$6,500.00) per month beginning on the last calendar day of the next month after the lump sum payment described in Paragraph 2.A., above, and continuing thereafter on or before the last calendar day of each month for sixty (60) months or until a total amount of Four Hundred Ninety Thousand Dollars (\$490,000.00) has been paid (inclusive of the lump sum payment set forth in 2.A., above); and

2.C. On or before the last calendar day of the sixty-first (61st) month following the lump sum payment described in Paragraph 2.A., above, the Company will pay Sixty Thousand Dollars (\$60,000.00) in final satisfaction of the \$550,000.00 Settlement Amount.

3. At the time when the Court-appointed Settlement Administrator is prepared to distribute W-2 wage payments to Settlement Class members as per the Court order, then Defendants shall separately provide funds to the Court-appointed Settlement Administrator sufficient to pay the employer's share of payroll tax withholding on those portions of distribution payments to the Settlement Class that constitute W-2 wages as stated in Paragraph D.4.B., below.

4. Each of the installment payments above will be made via check or ACH payment by Defendants to a settlement fund account established, designated and maintained by the Court-appointed "Settlement Administrator." Each payment must

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be received by 4:00 p.m. Pacific Time on or before each due date. If a payment due date falls on a Saturday, Sunday or Court holiday, it shall be due on the next day that is not a Saturday, Sunday or Court holiday. If final approval of this Settlement Agreement is not granted, then all funds paid by Defendants will be immediately and fully refunded to Defendants by the Settlement Administrator, subject only to Paragraph D.13, below.

5. So long as the first \$100,000.00 payment identified in Paragraph C.2.A., above, is made, Defendant Sneary will not be held individually liable for any other installment payment of the Settlement Amount. Payment of the first \$100,000.00 payment identified in Paragraph C.2.A., above, shall completely satisfy all of Sneary's payment obligations under this Settlement Agreement. Payment of the Settlement Amount in the installments set forth above shall also completely satisfy all of the Company's payment obligations under this Settlement Agreement. Further, there will be no pre-payment penalty assessed if Defendants pay any portion, or all of, the scheduled Settlement Amount installment payments before they are due.

6. In the event the amounts required to be paid by Defendants in Paragraph C.2.A. through C.2.C. are not received by the appointed dates and times, or within two (2) Business Days (as that term is defined by California Civil Code Section 9) thereafter, interest will be added as follows. Beginning on the third (3rd) Business Day following the due date of a payment, interest shall then accrue beginning on that 3rd day and continuing on a daily basis at the rate of ten percent (10%) per annum on the amount of the principal payment that is owed, until it is paid.

7. Defendants shall have the right, exercisable in their sole and absolute discretion, to elect to defer making Settlement Payments required by Paragraph C.2.B. ("Payment Deferrals"). Defendants may exercise Payment Deferrals not more than six (6) times. If Defendants elect to exercise the right to a Payment Deferral, Defendants may defer making monthly installment payments for a period not to exceed three (3) consecutive months each (such time periods shall be referred to as the "Payment Deferral Periods"). Defendants may exercise a Payment Deferral solely in accordance with the following terms and conditions:

7.A. Defendants shall give Class Counsel written notice ("Deferral Notice") that Defendants intend to exercise a Payment Deferral at least three (3) calendar days before the payment to be deferred is owed.

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7.B. The Deferral Notice shall specify the term of the Payment Deferral Period to be elected by Defendants, with such term not to exceed the term allowed above.

7.C. As a fee for Defendants' exercising a Payment Deferral, interest shall accrue on the amount of any installment payment deferred pursuant to a Payment Deferral ("Deferred Settlement Payment") at the rate of ten percent (10%) per annum, commencing on the date upon which such payment becomes due and continuing through and including the date upon which such Deferred Settlement Payment is paid in full ("Deferral Fee"), and an additional fee of five percent (5%) of the Deferred Settlement Payment amount ("Deferral Penalty"). Any Deferral Fee and Deferral Penalty shall not be applied against the Settlement Amount obligation.

7.D. Defendants shall resume making required installment payments after the expiration of any Payment Deferral Period.

8. Under no circumstances shall Defendants' total obligation exceed the Settlement Amount, except as to: (i) payment of the employer's tax withholding on portions of distribution payments to the Settlement Class that constitute W-2 wages as provided herein; and (ii) potential payment of (a) interest as provided in Paragraph C.6., above, and (b) interest and penalties as provided in Paragraph C.7., above.

D. Court Approval and Settlement Administration

1. This Settlement Agreement is conditional upon preliminary and final approval by the Court as outlined below. Plaintiff and his counsel will timely seek preliminary approval and final approval of this Settlement Agreement. Defendant will not object to nor oppose efforts to obtain the Court's preliminary and final approval, as long as Plaintiff's and his counsel's efforts are consistent with the terms and conditions stated herein.

2. Plaintiff's and Defendants' counsel are experienced class action and wage-and-hour practitioners. In their combined litigation and settlement of scores of class action cases over the past twenty years, counsel have utilized the services of many class action settlement administrators, including but not limited to: Gilardi & Co.; Rosenthal & Co.; Kurtzman Carson Consultants, LLC; Rust Consulting, Inc.;

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Simpluris, Inc.; CPT Group, Inc.; ILYM Group; AB Data, Ltd.; among others. Based on counsels' experience over the years with such companies and multiple administration proposals for their respective cases, and after obtaining proposals from AB Data, Ltd. and Simpluris for this case, the Parties jointly agree to propose Simpluris as the Court-appointed Settlement Administrator for this Settlement. A proposal from Simpluris is attached as **Exhibit 2**.

3. The Parties jointly agree to propose to the Court the "Notice of Pendency and Settlement of Class Action" ("Notice") attached as **Exhibit 3**, for the Court-appointed Settlement Administrator to send to the Settlement Class.

4. Plaintiff and his counsel shall file a motion for preliminary approval of settlement. Their moving papers shall include provisions, among other items, requesting: preliminary approval that this Settlement Agreement is sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Settlement Class; approval of the form, content, and manner of the Notice; the setting of a schedule for proceedings with respect to final approval of this Settlement Agreement; and staying the Putative Class/Representative Action, other than such proceedings as are related to this Settlement Agreement. Additionally, in the Court approval process, Plaintiff and his counsel will request the Court approve of allocation of the Settlement Amount as part of the approval process as follows:

4.A. Distribution of funds to the Settlement Class to occur per Court Order either: (i) on an annual basis, or (ii) at other intervals as required by the Court, so long as any such interim distributions of funds to the Settlement Class pays an equal proportionate amount of each claim to all members of the Settlement Class at once, and does not pay any disproportionate claim share to any member of the Settlement Class before any other; further, the costs of multiple distributions to the Settlement Class shall not increase the total payment obligation of Defendants.

4.B. Payments to the Settlement Class under an appropriate division of monies distributed as W-2 wages and 1099 income, as: (i) W-2 wage payments to individual Settlement Class members being ten percent (10%) of each individual's "Claim Share" (as defined in Paragraph D.4.C., below); and (ii) 1099 penalty and interest payments to individual Settlement Class members being ninety percent (90%) of each individual's Claim Share. This allocation is deemed appropriate by counsel for Plaintiff and Defendants

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given the claims alleged in the Putative Class/Representative Action, and based on the Parties' mediation and settlement discussions; it is also a material term of this Agreement because of Defendants' obligation to pay the employer's tax withholding on portions of distribution payments to the Settlement Class that constitute W-2 wages. The amount allocated as 1099 penalties and interest income paid to each Settlement Class member shall be paid without deduction or offset to reflect payment of alleged interest, penalties, and other non-wage amounts, although Defendant may issue an IRS Form 1099-Misc and/or IRS Form 1099-Int to reflect these payments for penalties and interest made by the Court-appointed Settlement Administrator.

4.C. "Claim Share" means the portion of the settlement monies distributed to each Settlement Class member, which will be calculated by using the Class List's total hours worked per person within the Class Period as a percentage of the total hours worked by all Settlement Class members within the Class Period, and assigning each Settlement Class member a proportionate share of the total. The amount approved for distribution shall be multiplied by each Settlement Class member's percentage share, the result of which will be each Settlement Class member's individual Claim Share, which shall be paid as 10% W-2 wages, and 90% 1099 penalty and interest income.

4.D. A service payment to Plaintiff of no more than Ten Thousand Dollars (\$10,000.00), in addition to his respective settlement share available as a member of the Settlement Class, for his representation of the Settlement Class. Plaintiff shall receive a 1099 statement from the Court-appointed Settlement Administrator for any such payments awarded by the Court, and he shall be responsible for properly declaring such income to the appropriate taxing authorities, and for paying any taxes due on such amount.

4.E. Allocation to LWDA. Thirty Thousand Dollars (\$30,000.00) of the Settlement Amount shall be allocated to the settlement of Plaintiff's PAGA claims as stated in Plaintiff's FAC ("PAGA Penalty Allocation"). Payment to the California Labor & Workforce Development Agency ("LWDA") in satisfaction of all PAGA civil penalties asserted in Plaintiff's FAC shall be recoverable and owed to the State of California in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), or seventy-five percent (75%) of the PAGA Penalty Allocation. Seven Thousand Five Hundred Dollars (\$7,500.00) or twenty-five percent (25%) of the PAGA Penalty Allocation,

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shall be paid to the Settlement Class members in accordance with Paragraphs 4.B. and 4.C., above, based on their pro rata share of hours worked in the period of August 25, 2019 to August 25, 2020.

4.F. Attorney's fees to Class Counsel in an amount that is not to exceed One Hundred Eighty-Three Thousand Three Hundred Fifteen Dollars (\$183,315.00), which represents one-third (1/3) of the \$550,000.00 Settlement Amount.

4.G. Reimbursement of reasonable litigation costs actually incurred by Plaintiff's counsel related to the Putative Class/Representative Action, as approved by the Court.

4.H. Costs of administration actually incurred by the Court-appointed Settlement Administrator. As shown on **Exhibit 2**, Simpluris estimates costs to be approximately \$24,683, and will agree to a cap of \$25,500.

5. Although an award of a service payment to Plaintiff, and recovery of attorney's fees and costs by Plaintiff's counsel may be requested as provided above, the allowance or disallowance by the Court of any such awards are not conditional to this Settlement Agreement, and will be considered by the Court separately from its consideration of the fairness, reasonableness, adequacy and good faith of this settlement to the Settlement Class. Should the Court award less to Plaintiff and/or his counsel than requested, it shall not operate to terminate or cancel this Settlement Agreement, and the difference between those amounts requested and the amounts ultimately awarded (if less) will be allocated to the settlement fund to be distributed to Settlement Class members on a pro rata basis as provided in the plan of distribution. In granting approval of the settlement, should the Court alter or modify any portion of the Plaintiff's and/or Plaintiff's counsel's proposal for allocation of the Settlement Amount, it shall in no way affect, modify, change, or alter Defendants' obligation for making the installment payments, or the total amount paid by Defendants as stated above.

6. Settlement administration will be conducted by the administrator appointed by the Court, under Court supervision. The Court-appointed Settlement Administrator will be solely responsible for settlement and claims administration duties directed by the Court; such duties shall include, but are not limited to those described below, and unless otherwise ordered include: locating Settlement Class

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members for the purpose of providing notice; preparing, printing and disseminating to Settlement Class members the Court-approved Notice; tracking and furnishing to counsel for the Parties, copies of any requests for exclusion and/or objections; providing counsel for the Parties with all other written or electronic communications from Settlement Class members; distributing money from its settlement fund in accordance with Court orders; performing all tax withholding and reporting duties required by federal, state and/or local law, including the filing of all necessary tax returns and related forms (e.g. 1099s, W-2s, etc.); apprising counsel for the Parties of its activities; maintaining adequate records of its activities, including the dates of each mailing of Notice items, returned mail, and other communications and attempted written or electronic communications with Settlement Class members; preparing a written report of its activities for final approval by the Court, summarizing the number of requests for exclusion and disputes filed, among other details; and such other tasks as the Parties mutually agree or the Court may order. Other than as described herein regarding identification of the Settlement Class and providing Class List data, Defendants have no duties or responsibilities with regard to settlement or claims administration, but will be, through Defendants' counsel, kept apprised of all stages of administration.

6.A. As soon as practicable after receiving the Class List from Defendants described above, the Court-appointed Settlement Administrator shall send, via first class mail to all Settlement Class members, the Court-approved Notice. Prior to the initial mailing, the Court-appointed Settlement Administrator will check the addresses provided by Defendants through the National Change of Address System.

6.B. If any Notices are returned as undeliverable with a forwarding address provided by the United States Postal Service, the Court-appointed Settlement Administrator will promptly resend such Notices to that forwarding address. If Notices are returned as undeliverable without a forwarding address, then the Settlement Administrator will make reasonable efforts to determine a correct address and/or locate a forwarding address, and if it obtains a more recent address, will re-mail such Notices.

6.C. At least ten (10) calendar days prior to the final approval hearing, the Court-appointed Settlement Administrator will provide counsel for all Parties with a declaration of due diligence and proof of mailing with regard to all of its mailing efforts.

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7. Any Settlement Class member who, in compliance with the Notice and Court order, timely and properly elects to opt out or seek exclusion from the Settlement will not be entitled to any payment from the Settlement Amount, and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Settlement Class members who fail to timely and properly opt out or seek exclusion will be bound by all terms of the Settlement Agreement and any judgment entered thereon, if the settlement is approved by the Court.

8. At its sole option, Defendants may, but are not required to void this Settlement Agreement if 23 or more Settlement Class members opt out or seek exclusion from the Settlement. The date by which Defendants must exercise the option to void this Settlement Agreement expires on the fourteenth (14th) calendar day following the date on which they receive notice from the Court or Court-appointed Settlement Administrator that 23 or more of the Settlement Class members have triggered this void option provision. In order to void this Settlement Agreement, Defendants must advise Plaintiff's counsel in writing and file a statement of intent to void the Settlement Agreement in a pleading to the Court within the 14-day period.

9. To the extent a Settlement Class member disputes their distribution amount as calculated by the Parties' distribution proposal and as stated on their Notice, they may submit evidence supporting the dispute to the Court-appointed Settlement Administrator. Defendants' records will be presumed determinative, but the Parties will meet and confer to evaluate any reasonable evidence submitted by a Settlement Class member, and if the Parties and the Settlement Class member cannot agree, the dispute will be submitted to the Court whose decision will be final and binding.

10. It is understood and agreed that this is a "no reversion" settlement; that is, Defendants will pay the Settlement Amount without further condition and without reimbursement of any amounts to Defendants, other than in the event this Settlement Agreement is voided, not approved by the Court, or approval is reversed on appeal, and/or as provided in Paragraph D.13., below. All interest which accrues on payments made by Defendants while money is held in the Settlement Administrator's settlement fund will remain part of the settlement, without refund to Defendants (except as provided in Paragraph D.13., below), and without any credit towards the obligation Defendants have to fund the Settlement Amount.

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11. In the event that any Settlement Class member does not cash their Court-approved and issued settlement proceeds within sixty (60) days of issuance, such funds will be submitted for escheatment by the Court-approved Settlement Administrator to the State of California Unclaimed Property Fund (or similar agency) in the names of each Settlement Class member whose check is un-cashed. It is specifically understood and agreed that any such monies will not revert to Defendants, nor be paid to Plaintiff or his counsel.

12. Defendants' owners, officers, directors and management will not, in any way, make any efforts to dissuade Settlement Class members from making claims, or from otherwise participating in the Settlement. As to the Settlement Class members who make inquiries directly to Defendants about the settlement, Defendants will instruct its management and supervisory employees to generally respond as follows:

The Company has agreed to settle claims related to issues of how certain employees were compensated since August 2016. These claims are disputed, and the settlement does not mean that the Company has admitted it has done anything improper. If you have any questions about the nature of the case or the settlement, you may contact the Settlement Administrator at [insert phone number] or Class Counsel via email at brent@buchsbaumhaag.com (on the condition of appointment as class counsel).

13. In the event the Parties' settlement is voided under Paragraph D.8., above, or if final approval of the settlement is otherwise not granted or is reversed on appeal, then the entirety of the Settlement Amount paid by Defendants will be returned to Defendants, except for any actual costs of administration incurred, as follows: after preliminary approval, and pending final approval, the Court-appointed Settlement Administrator is authorized to expend up to Ten Thousand Dollars (\$10,000.00) in actual costs related solely to the administration of the settlement ("Initial Administrative Costs"), from the installment payments made by Defendants. Should the settlement be voided or final approval not be granted or reversed on appeal, all amounts (other than those Initial Administrative Costs expended up to the date on which final approval is sought), shall promptly be refunded to Defendants in full, plus any interest which has accrued in the settlement fund. If this Settlement Agreement is voided, not approved by the Court or approval

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is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

14. The Parties agree that the Superior Court of the State of California, County of San Bernardino, and the Judge who approves this Settlement Agreement (or any other Judge as may in the future be assigned the case) shall retain jurisdiction over the Class Action and this Settlement Agreement in order to enforce its terms and conditions, and to resolve any dispute regarding this Settlement Agreement, or any issues that may arise with respect to settlement administration. At the time the Court enters an order of final approval of this Settlement Agreement, Plaintiff's counsel will request the Court "make and enter Judgment" only as against the Company in accordance with CRC, Rule 3.769(h), and dismiss Sneary with prejudice of any and all claims, causes of action, complaints and obligations which are alleged in Plaintiff's FAC against Sneary, individually, to be affected immediately upon the Court's final approval of this Settlement Agreement, such orders finally approving this Settlement Agreement and releasing the claims of all Settlement Class members who did not timely and properly opt out and/or request exclusion from the Settlement. To the extent otherwise provided by law, and subject to Court approval following final approval of settlement and any exhaustion of appeals, this Settlement Agreement is intended to be enforceable pursuant to Code of Civil Procedure Section 664.6.

E. Releases of Settled Claims

1. This Settlement Agreement is intended to fully and finally settle and resolve all claims by and between Plaintiff, the Settlement Class, and Defendants, encompassing the claims and causes of action asserted in Plaintiff's Putative Class/Representative Action within the Class Period, including but not limited to all claims for attorney's fees and costs arising from and related to those claims (collectively, the "Class Claims"). Specifically, the released Class Claims means and includes: any and all liabilities, demands, claims, causes of action, complaints and obligations which are alleged in Plaintiff's FAC, which arose during the Class Period, as well as any and all derivative liabilities, demands, claims, causes of action, complaints and obligations which arose during the Class Period that could have been alleged in the Putative Class/Representative Action based on the facts and claims

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alleged therein, whether any of these claims are known or unknown, suspected or unanticipated, and which any of the Settlement Class members has, or had, during the Class Period against Defendants, only excluding any rights that as a matter of law cannot be waived by this Settlement Agreement.

2. Upon the date the Settlement Agreement is finally approved by the Court and becomes effective, as provided in Paragraph F.2., below, in and for the valuable consideration as provided in this Settlement Agreement, and based on the foregoing, all Settlement Class members—except those whom the Court specifically approves of their requests for exclusions/opt outs at the time of final approval—agree for themselves, and their spouses, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, principals, agents, representatives, employees, attorneys, successors and assigns, and other persons or entities acting on their behalf, that they forever discharge, waive, and release Defendants, their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, insurers, past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, partners, joint venturers, benefit plans, divisions, units, branches and other persons or entities acting on Defendants' behalf, from any and all claims, demands, obligations, actions, causes of action, or damages, which are alleged in Plaintiff's Putative Class/Representative Action which arose during the Class Period, as well as any and all derivative liabilities, demands, claims, causes of action, complaints and obligations which arose during the Class Period which could have been alleged in the Class Action based on the facts and claims alleged in the Class Action, whether any of these claims are known or unknown, suspected or unanticipated, which any of the Settlement Class members has, or had, during the Class Period against Defendants. Nothing in this Settlement Agreement shall affect any unemployment insurance or workers' compensation insurance claims, or other claims or rights of any Settlement Class member not arising from the Class Claims within the Class Period. It is understood and agreed between the Parties that the above waiver and release of claims is a material term of, and inducement for Defendants to enter into this Agreement.

3. Upon the date this Settlement Agreement is finally approved by the Court and becomes effective, as provided in Paragraph F.2., below, Plaintiff himself, and Defendants hereby grant one another full and complete mutual releases of any and all claims up to the date of final approval of settlement, as to all claims, demands,

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obligations, actions, causes of action, or damages, including but not limited to those which are alleged in Plaintiff's FAC, as well as any and all derivative liabilities, demands, claims, causes of action, complaints and obligations which arose that Plaintiff could have alleged in the FAC based on the facts and claims alleged in the Putative Class/Representative Action, whether any of these claims are known or unknown, suspected or unanticipated, which he has, or had, during the Class Period against Defendants. For purposes of this Paragraph: Plaintiff includes himself, his spouse, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, principals, agents, representatives, employees, attorneys, successors and assigns, and other persons or entities acting on their behalf (collectively, "Plaintiff's Affiliates"); and Defendants includes Defendants, and their past, present, and future spouse, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, insurers, past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, partners, joint venturers, benefit plans, divisions, units, branches and other persons or entities acting on Defendants' behalf (collectively, "Defendants' Affiliates").

3.A. Plaintiff, on behalf of himself and Plaintiff's Affiliates, releases and forever discharges Defendants and Defendants' Affiliates, and any other persons and entities acting by, through, under or in concert with any of them of and from any and all rights, claims, actions, demands, promises, causes of action, obligations, attorneys' fees, costs, damages, and liabilities of whatever kind or nature, in law or in equity, that Plaintiff and/or any of Plaintiff's Affiliates had, now has, may have had, or has ever had whether known or not known against any of the Defendants' Affiliates, including but not limited to claims based on and/or arising under:

3.A.1. Claims or rights arising out of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage deductions, unpaid wages, unpaid business expenses, penalties, liquidated damages, other damages, overtime and alleged "off the clock" work under federal and state law, including the California Labor Code, California Code of Regulations, and the Fair Labor Standards

Act (FLSA); mis-classification of employment; meal and rest periods; itemized wage statement issues; unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200, et seq.; interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6; statutory or common law rights to interest, attorney fees' and costs, including those pursuant to FLSA Section 216(b) and California Labor Code Sections 1194, et seq.; claims under the Private Attorneys General Act of 2004, Labor Code Sections 2699, et seq.; and the alleged violation or breach of any other state or federal statute, rule and or regulation, including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing; and

3.A.2. Negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Company's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. Section 1981 (discrimination); (3) Age Discrimination in Employment Act, 29 U.S.C. Sections 621-634 (age discrimination, "ADEA Claims"); (4) Equal Pay Act, 29 U.S.C. Section 209(d)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. Sections 12100, et seq. (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. Sections 2601, et seq. (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Government Code Sections 12900, et seq. (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Government Code Sections 12945.1, et seq. (family/medical leave); (9) California Labor Code or any Industrial Welfare

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Commission Wage Order; (10) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (11) Executive Order 11141 (age discrimination); (12) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); and (13) Employee Retirement Income Security Act, 29 U.S.C. Sections 1000, et seq. (employee benefits), and all other Claims arising under common law including but not limited to tort, express and/or implied contract and/or quasi-contract, arising out of, or in any way related to, Plaintiff's relationship with Defendants, employment with the Company, and/or separation or retirement from employment with the Company, other than those Claims which public policy prohibits from being released herein.

4. Except as provided elsewhere in this Settlement Agreement as to rights and remedies caused by a breach of this Settlement Agreement, it is understood and agreed this Settlement Agreement, if finally approved and not voided: (a) shall act as a full and final accord and satisfaction, and as a bar to all Class Claims by any Settlement Class members that arose during the Class Period, regardless of whether such claims are now known; and (b) shall act as a full and final accord and satisfaction, and as a bar to all claims as between Plaintiff and Defendants, regardless of whether such claims are now known. The Parties expressly state that California Labor Code Section 206.5 does not preclude Plaintiff's and the Settlement Class members' waivers of claims in this Settlement Agreement (which section provides in pertinent part as follows: "No employer shall require the execution of any release of any claim or right on account of wages due or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."). The Parties further acknowledge they understand and agree to waive the provisions with Section 1542 of the California Civil Code, which provides as follows:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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

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OR RELEASED PARTY.

The Parties, including Plaintiff's Affiliates and Defendants' Affiliates, expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of, Section 1542 of the California Civil Code, as well as under any other similar state or federal statute, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released claims. Such waivers inure as against any and all claims released by Settlement Class members in this Settlement Agreement.

F. Other Terms of Settlement

1. The purpose of this Settlement Agreement is to accomplish the compromise and settlement of disputed and contested claims and to avoid the cost of litigation. Nothing in this Settlement Agreement shall be construed as an admission of any violation of any federal or California statute or wage regulation or of any other non-compliance with or violation of law, statute or regulation by any Party. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever by Defendants, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Putative Class/Representative Action, or any other action for adversarial, rather than settlement purposes.

2. This Settlement shall be effective upon the latest of the following: (i) if there are no objections to this Settlement Agreement raised by the time the Court enters an order granting final approval, and thus there is no standing for any person to file an appeal, then sixty (60) calendar days after entry of the Court's final judgment approving Settlement; or (ii) if there are any objections to this Settlement Agreement raised by the time the Court enters an order granting final approval, but any and all such objections are overruled in whole or in part and no appeal is filed, then the date of expiration of the time permitted by law for an appeal to be filed based on any such objections, or one hundred eighty (180) calendar days after entry of the Court's final judgment approving class settlement over such objections, whichever is later; or (iii) if there are any objections to this Settlement Agreement

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raised by the time the Court enters an order granting final approval, but any and all such objections are overruled in whole or in part and an appeal is filed, then the date of final affirmance of the final judgment on an appeal, the date of dismissal of such appeal, or the expiration of the time for a petition for review of such appeal by the California Supreme Court of the final judgment and, if review is granted, the date of final affirmance of that final judgment following review pursuant to that grant.

3. The Parties agree not to make or issue any statements that would tend to disparage the other related to the Putative Class/Representative Action or the Settlement thereof. If a final Judgment is entered, Plaintiff's counsel will not issue any press releases publicizing the Settlement, and will not identify Defendants in any marketing material or on their websites. Plaintiff's counsel may report the name of the Plaintiff in the case and general terms of the settlement on their web-sites or in marketing material—without any mention of the Defendants—but otherwise agree not to publish details with any media outlet; the only exception is that Plaintiff's counsel is permitted to post to its website the status of the preliminary and final approval of the Putative Class/Representative Action and any other information about the settlement which the Court deems necessary. If contacted by any media outlet either before preliminary approval or after a final Judgment is entered, Plaintiff's counsel will only refer the media outlet to the appropriate court files or records.

4. In the event a prospective employer contacts Defendants regarding the employment history of Plaintiff, Defendants shall respond truthfully to such inquiries, verifying dates of employment, job title, and rates of pay in accordance with regular company policy, and will provide no other information.

5. The Parties agree, on behalf of each of them and their respective principals, agents, representatives, employees, attorneys, successors and assigns that they will abide by this Settlement Agreement, which terms are meant to be contractual, and further agree they will do such acts and prepare, execute and deliver such documents as may be required in order to carry out the purposes and intent of this Settlement Agreement.

6. The purpose of this Settlement Agreement is to accomplish the compromise and settlement of disputed and contested claims and to avoid the cost of litigation. Nothing in this Settlement Agreement shall be construed as an admission of any violation of any federal or California statute or wage regulation or

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of any other non-compliance with or violation of law, statute or regulation by any Party.

7. This Settlement Agreement constitutes the complete and entire written settlement and compromise, and release by and among the Parties, and constitutes the complete expression of the terms of the Settlement Agreement for which Court approval will be sought. All previous and/or contemporaneous agreements, representations and negotiations regarding the matters resolved are superseded.

8. Each of the Parties acknowledges no other person, nor any attorney of any other person, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Settlement Agreement, concerning the subject matter hereof, to induce any Party to execute or authorize the execution of this Settlement Agreement, and each Party acknowledges he or it has not executed or authorized the execution this Settlement Agreement in reliance upon any such promise, representation or warranty not contained herein.

9. Each individual signing this Settlement Agreement warrants he/it has been given, and has received and accepted, authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further, has been given, and received and accepted, authority to enter into a binding agreement on behalf of such Party, with respect to the matters contained in this Settlement Agreement.

10. The terms of this Settlement Agreement can only be amended or modified in writing, signed by duly authorized representatives of all of the Parties, stating such modification or amendment is intended. Any such modifications and/or amendments are subject to Court approval.

11. If any provision of this Settlement Agreement is found to be illegal or unenforceable, then any such provision shall be deemed stricken and the remaining provisions shall, nevertheless, remain in full force and effect. In the event of a breach, this Settlement Agreement may be specifically enforced.

12. Waiver of any one breach of any provision of this Settlement Agreement shall not be deemed a waiver of any other breach of any provision of this Settlement Agreement.

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13. Each of the Parties and their counsel have reviewed and revised this Settlement Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement. Each of the Parties represents and warrants the attorney approving this Settlement Agreement as to form on his or its behalf is the attorney employed by him or it to represent him or it with respect to this Settlement Agreement, and all matters related to them, and he or it has been fully advised by said attorneys with respect to his or its rights and obligations as to the execution of this Settlement Agreement. The Parties declare they know and understand the contents of this Settlement Agreement, and they have executed the same voluntarily.

14. Each of the Parties shall be responsible for his or her or its own attorney's fees, costs and other legal expenses incurred in connection with the Putative Class/Representative Action and this Settlement Agreement, and all related matters, except: as otherwise specifically provided in this Settlement Agreement; in the event any Party defaults in any duty or obligation required by this Settlement Agreement; or in the event any proceeding arises regarding the enforcement or interpretation of this Settlement Agreement, in which such events the prevailing Party(ies) shall be entitled to collect reasonable attorney's fees and costs.

15. All Parties executing this Settlement Agreement agree that any signatures by fax, electronic signatures, and/or copies of signatures shall be deemed valid and binding. This Settlement Agreement may also be executed in counterparts.

16. Time is of the essence in this Settlement Agreement.

17. By their signatures below, Plaintiff's counsel are entering into this Settlement Agreement on behalf of the Plaintiff and on behalf of the individual Settlement Class members, subject to the Court's approval of the Settlement Agreement.

18. This Settlement Agreement will survive the entry of the final judgment approving the settlement of this Class Action and releasing the claims of all Class Members.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates indicated below:

Dated: _____

By: _____
Francisco Gutierrez

Dated: 3/4/21

By: [Signature]
Montie Sneary, on behalf of himself,
individually, and on behalf of Sneary
Construction, Inc., as Owner/CEO

Approved as to Form:

Dated: _____

By: _____
Brent Buchsbaum
Law Offices of Buchsbaum & Haag, LLP
Attorneys for Plaintiff FRANCISCO
GUTIERREZ

Dated: 3/12/21

By: [Signature]
Timothy G. Williams
Berger, Williams & Reynolds, LLP
Attorneys for Defendants SNEARY
CONSTRUCTION, LP and MONTIE
SNEARY

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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates indicated below:

Dated: 3/4/2021

By: 
Francisco Gutierrez

Dated: _____

By: _____
Montie Sneary, on behalf of himself,
individually, and on behalf of Sneary
Construction, Inc., as Owner/CEO

Approved as to Form:

Dated: 3/11/2021

By: 
Brent Buchsbaum
Law Offices of Buchsbaum & Haag, LLP
Attorneys for Plaintiff FRANCISCO
GUTIERREZ

Dated: _____

By: _____
Timothy G. Williams
Berger, Williams & Reynolds, LLP
Attorneys for Defendants SNEARY
CONSTRUCTION, LP and MONTIE
SNEARY

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EXHIBIT “1”

EXHIBIT 1 TO
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Count	First Name	Middle Name	Last Name
1	GERARDO		AGUIRRE
2	ANGEL		AGUIRRE, JR.
3	JORGE		ALCARAZ
4	JORGE	LUIS	ALCARAZ
5	JOSE	LUIS	ALCARAZ
6	JOEL		ALCARAZ
7	EUSTREBERTO		ALCARAZ
8	JOSE	LUIS	ALCARAZ LOPEZ JR
9	RAFAEL		ALTAMIRANO
10	ARNULFO		ALTAMIRANO SANTIBANEZ
11	NICOLAS		ALTAMIRANO SANTIBANEZ
12	FRANCISCO		ALVAREZ
13	ANGEL		ALVAREZ GARCIA
14	ROBERT	M.	ALVO, II
15	FELIPE		AMPARO OCHOA
16	ENRIQUE		ANDRADE
17	JUAN CARLOS		ARECHIGA
18	JOSE		ARGAEZ
19	DANIEL		ARGAEZ
20	DUBLAS	ALBERTO	ARITA
21	GONZALO		AZCORRA
22	EMILIO		AZUCAR
23	RAMIRO		BAHENA
24	LEONARDO	ANGEL	BALDERAS SALINAS
25	ROBERTO		BARRERA ESPINOZA
26	JESUS		BARRERA GUZMAN
27	JOSE ANTONIO		BECERRA
28	SALVADOR		BENAVIDES, JR
29	SAUL		BONILLA HERNANDEZ
30	BENJAMIN		CABRERA
31	ARTURO	LIMON	CAMARENA
32	JOSE	T.	CAMARENA CAMACHO
33	LAZARO		CARDENAS MADRIGAL
34	BENITO		CARRENO
35	CARLOS		CARRILLO
36	JESSE		CARRILLO
37	RUBEN		CARRILLO
38	LUIS		CARVAJAL GALVEZ
39	JOSE LUIS		CASILLAS

40 JOSE	R	CASTELLANOS
41 AHARON	ROSALES	CASTELLANOS
42 SIMON		CASTELLANOS BASTIDAS
43 JOSE	R	CASTELLANOS, JR
44 SEVERIANO		CASTILLO
45 FELIPE		CASTILLO CORDOVA
46 MARTIN		CHAVEZ
47 GUSTAVO		CHAVEZ
48 OSVALDO	JOSHUA	CISNEROS
49 KORY		CLARK
50 JESUS		CLISERIA LEON
51 MIGUEL ANGEL		COLINDRES ALVAREZ
52 SAMUEL		COLMENARES
53 CHRISTOPHER		COSTELLO
54 EDGAR		COTA
55 JOSE		CRUZ
56 RUBEN		CRUZ SANCHEZ
57 ANDRES LOPEZ		DELGADO
58 ALFREDO		DIAZ
59 YOVANI		DUEÑAS
60 FRANCISCO		EK LIZAMA
61 GILBERTO		ENRIQUEZ-MEDINA
62 NESTOR		ESCOBEDO-BONILLA
63 JESUS	ALCARAZ	ESQUIVEL
64 GELACIO	NICOLAS	EVARISTO
65 ALEJANDRO		EVERISTO
66 JOSE	D	FERNANDEZ REYNOSO
67 MARTIN		FERNANDEZ
68 CUAHUTEMOC	VALENTIN	FLOR
69 FELIPE		FLORES
70 ALBERTO		FLORES
71 RAMON		FLORES VILLARREAL
72 MARCO		GAMBOA
73 ARNULFO		GARCIA
74 ANGEL		GARCIA
75 JOSE	AMPELIO	GARCIA
76 FERNANDO		GARCIA
77 GERARDO		GARCIA
78 EDUARDO		GARDUNO BRAVO
79 MARIO		GIRON CARDOVA

80 SAMUEL		GOMEZ
81 RUBEN		GOMEZ SANCHEZ
82 SANTOS	ADALBERT	GONZALES
83 JAIME	R	GONZALEZ
84 MARTIN	R	GONZALEZ
85 EVERARDO		GONZALEZ
86 ARTHUR		GONZALEZ
87 ANTONIO		GONZALEZ
88 JUAN	JOSE	GONZALEZ
89 JUAN LUIS		GONZALEZ
90 JOSE EDUARDO		GONZALEZ ZEPEDA
91 RICARDO		GONZALEZ-DAVILA
92 CRUZ	LIMON	GUTIERREZ
93 FRANCISCO	J	GUTIERREZ LARA
94 FRANCISCO		GUTIERREZ MELCHOR
95 JEREMIAH	J	HALE
96 ARTURO		HERNANDEZ
97 TELESFORO		HERNANDEZ
98 LUCIO		HERNANDEZ
99 DEAN		HERNANDEZ DUARTE
100 LEANDRO		HERNANDEZ-CARDENAS
101 VLADIMIR		HERRERA
102 GABRIEL		HUERTA GONZALEZ
103 LUIS	FERNANDO	IBARRA
104 ABRAHAM		JACOBO
105 JAVIER		JACOBO
106 ADRIAN		JACOBO
107 JOSE		JIMENEZ
108 CHRISTOPHER	THOMAS	KEEGAN
109 ROBERT	JEREMY	KRUEGER
110 JOSE EDGARDO		LARA
111 GENARO	EDGARDO	LARA LOPEZ
112 DANIEL		LEDEZMA
113 CARLOS		LEON
114 MARIO	A	LIZAMA AZCORRA
115 RUBEN		LIZAMA SARAVIA
116 EDUARDO		LIZARRAGA ROJAS
117 APOLONIO		LOPEZ
118 ALFREDO		LOPEZ
119 GALDINO		LOPEZ SILVA

120 WICHO		LORIA
121 OMAR	NICOLAS	LUCAS
122 FRANCISCO		LUNA
123 ALEJANDRO		MACHUCA
124 OCTAVIO MISAEI		MACIAS GARCIA
125 AARON	A	MALDONADO SAGASTUME
126 JOSE		MARQUEZ-ORTIZ
127 TEODORO		MARTINEZ
128 DANIEL		MARTINEZ
129 ANTHONY		MARTINEZ
130 TEODORO		MARTINEZ AVILA
131 JOSE YONY		MARTINEZ GUEVARA
132 ANGEL		MARTINEZ PASCUAL
133 MARCOS		MASIAS GARCIA
134 JOHN	F	MCMAHON
135 JOSE		MEDINA
136 FRANCISCO		MEDINA
137 CARLOS		MENDOZA
138 CRISTIAN		MEZA
139 RUBEN		MEZA
140 ALEJANDRO		MEZA
141 JUAN CARLOS		MOLINA
142 JOSE ALBERTO		MOLINA MATIAS
143 ALBERTO CRUZ		MONJARAS
144 JOSE		MONJES ZEPEDA
145 FRANCISCO		MONTERROZA
146 JOSE GABRIEL		MONTERROZA
147 ROBERTO	LOPEZ	MUNOZ
148 RAUL LEONARDO		MURILLO
149 ENRIQUE		NAJERA CANTORAN
150 FRUCTOSO		NAVA
151 PEDRO		NICOLAS VALENCIA
152 BRYAN		NOLASCO MEJIA
153 ALFREDO		OROSCO
154 CARLOS		OROZCO
155 JOSE	T	OROZCO
156 WILL		ORTIZ
157 CESAR		PACHECO
158 GIOVANNI		PALMA CORDOVA
159 PEDRO		PALMA QUINTANA

160 MARLON		PAVON RIVERA
161 MIGUEL		PEDRAZA SOLORIO
162 FRANCISCO		PERALES SALAICES
163 FRANCISCO		PERALES, JR
164 EDGARDO		PEREIRA
165 MARTIN		PEREZ
166 ELIAS		PEREZ
167 RENE		PEREZ TORRES
168 JAIRO		QUINTERO RODRIGUEZ
169 LUIZ		QUIROZ
170 ABRAN		RAMIREZ
171 PABLO		RAMOS
172 MARIN		RAMOS ESQUIVEL
173 SALVADOR		RAMOS ROSALES
174 MARIN	R	RAMOS, JR
175 FRANKLIN	E	RECINOS
176 RICARDO		RIOS
177 RODRIGO		RIVERA
178 CESAR		RIVERA
179 HUGO		RIVERA
180 DAVID		RIVERA
181 DAVID		RIVERA
182 FERMIN		RIVERA
183 KEVEN		RIVERA
184 BRANDON		RIVERA
185 FRANCISCO		RIVERA
186 FREDI		RIVERA BONILLA
187 FABIAN		RIVERO
188 MANUEL		RIVERO
189 MARTIN		RODRIGUEZ MORENO
190 CARLOS		ROSALES
191 JUAN		RUIZ
192 JOSUE		RUIZ TAMAYO
193 OSCAR FRANCISCO		SAINZ
194 JESUS JAVIER		SALAS OROZCO
195 ENRIQUE		SALDANA GARCIA
196 JOSE LUIS		SALDANA GARCIA
197 DANIEL		SANCHEZ
198 MARCOS		SANCHEZ LARA
199 JULIO		SANCHEZ RAMIREZ

200 ADAN		SANDOVAL
201 CARLOS		SANDOVAL
202 BENITO		SANTAMARIA
203 FLORENT	MEDINA	SANTAMARIA, SR
204 IGNACIO	ANDRES	SANTIBANEZ SCHULZ
205 JOSE		SERNA OJEDA
206 ELIECER		SERNAS OJEDA
207 BRYAN	THOMAS	SHOEMAKER
208 KYLE	R	SNEARY
209 BERNARDO		SOLIS
210 JUAN	RICARDO	SOLIS
211 JOEL		TAPIA
212 VICTOR		TAPIA
213 JORGE		TAPIA
214 MANUEL		TORRES
215 DAVID	VILLANUEVA	TORRES
216 LEONEL		TORRES
217 CRISTIAN	JOSUE	TORRES BOSQUES
218 KEVIN		TREJO
219 FAUSTO		TREJO RUIZ
220 JAVIER		VALDEZ
221 JOSE MARIO		VALDEZ
222 GILBERTO		VARGUEZ
223 JOSE EDILBERTO		VARGUEZ
224 LUIS		VASQUEZ
225 JUAN CARLOS		VAZQUEZ LOPEZ
226 JESUS JAVIER		VENEGAS CARDONA
227 NAZARIO		VILLARREAL
228 ALEJANDRO	FLORES	VILLARREAL
229 MARCO		VILLEGAS
230 EDISON EVANDER		YANES PIMENTAL
231 BRIAN		ZARATE RAMOS
232 JOEL		ZAVALA
233 JONATHAN		ZAVALA
234 JOSE MIGUEL		ZELAYA GEORGE
235 GERARDO		ZEPEDA RODRIGUEZ

EXHIBIT “2”

EXHIBIT 2 TO
TERMS OF SETTLEMENT FOR RESOLUTION OF ACTION FILED AS
CLASS ACTION AND REPRESENTATIVE ACTION, AND REQUEST FOR
COURT APPROVAL

Short Title: *Gutierrez v. Sneary*



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	13020	Prepared By:	Michael Sutherland
Estimate Date:	3/2/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Attorney
Attorney/Client: Brent Buchsbaum
Firm: Buchsbaum Haag
Email: [<brent@buchsbaumhaag.com>](mailto:brent@buchsbaumhaag.com)

Attorney
Attorney/Client:
Firm:
Email:

Case Name: Gutierrez v. Sneary Construction; All-In Settlement

Anticipated Total Cost	\$24,683
Capped Fee*	\$25,500

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
- 2) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size:	236	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	10%
Mailing Document Language:	English, Spanish	Redistribution:	No
Reminder Post Card	No	State:	One
Unclaimed funds	Cy Pres		

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup-Posting online	\$75.00	6	\$450.00
Translation	\$0.25	2500	\$625.00
Database Manager - Initial Data Analysis	\$125.00	6	\$750.00
Total			\$1,825.00

Notification

Mailing Notice Pack- 5/6 Pg Standard Notice, Double Sided - English

Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.00	236	\$236.00
Postage	\$0.55	236	\$129.80
NCOA/CASS/LACS	\$0.10	236	\$23.60
Undeliverable Processing	\$0.25	47	\$11.80
Skip Trace RUM	\$2.00	47	\$94.40
Remail	\$1.25	40	\$50.15
Postage	\$0.55	36	\$19.86
Clerical	\$50.00	1	\$25.00
Total			\$590.61

Call Center-over 5 years

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	15	\$1,125.00
Total			\$1,125.00



Class Action Settlement Administration

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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Claims Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	6	\$750.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Dificiencies-Send One Cure Letter	\$2.00	2	\$3.30
Opt Out Processing	\$2.00	2	\$3.30
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	6	\$750.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,631.61

Distribution

Setup a Disbursement Account. Def. will pay \$100K at the time of preliminary approval and the remainder in monthly payments over a period of 5 years. We envision one class distribution for each of those years.

Print & Mail Checks to Class Members-W2's/1099's-- File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Escheat/California Unclaimed Property Fund	\$100.00	14	\$1,400.00
Disbursement Data Preparation	\$140.00	6	\$840.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Bank Fee-5 years	\$250.00	5	\$1,250.00
Print & Mail-Check	\$2.25	1180	\$2,655.00
Postage	\$0.55	1180	\$649.00
Process Returned Checks	\$0.50	12	\$5.90
Skip Trace Search Undeliverable Checks	\$5.00	12	\$59.00
Remail Checks	\$4.00	12	\$47.20
QSF Account Reconciliation	\$250.00	5	\$1,250.00
Individual Federal/State Tax Reporting	\$250.00	5	\$1,250.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$1,000.00	5	\$5,000.00
Reissuing Checks/Mailing	\$5.00	3	\$15.00
Reissuing W2s/1099s	\$5.00	3	\$15.00
Escheat management-State	\$750.00	1	\$750.00
Disbursement Agent	\$75.00	1	\$75.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	12	\$1,500.00
Total			\$17,711.10



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	6	\$750.00
Clerical-Clean Up Any Misc	\$50.00	6	\$300.00
Project Manager-Wrap-up Final Issues	\$125.00	6	\$750.00
Total			\$1,800.00

Total Case Costs

\$24,683.32

Postage Costs

\$798.66

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT “3”

EXHIBIT 3 TO
TERMS OF SETTLEMENT FOR RESOLUTION OF ACTION FILED AS
CLASS ACTION AND REPRESENTATIVE ACTION, AND REQUEST FOR
COURT APPROVAL

Short Title: *Gutierrez v. Sneary*

1

and August 25, 2020 were not paid all overtime wages owed, were not given all required meal and rest periods, and were not provided reimbursement for all business expenses, in addition to other related claims and penalties under California law.

Sneary Construction, Inc. and Montie Sneary (the “Defendants” in the lawsuit) deny all of Mr. Gutierrez’s claims. Defendants deny that they violated any laws related to how they classified and paid their framers/drywallers and tapers. Defendants deny that Mr. Gutierrez’s case should proceed, or include other individuals in his case.

Mr. Gutierrez and his lawyers, and the Defendants and their lawyers, all attended a private mediation in February 2020. They agreed to a settlement of the case before more work is performed. The Judge in the lawsuit has never determined whether Defendants violated any laws, but has given preliminary approval to the settlement. If the Judge gives final approval to the settlement later this year then you will be paid money from the settlement.

Who Are the Class Members?

For settlement purposes, the “Class Period” is August 11, 2016 to August 25, 2020. Within that Class Period, there is also a one-year “Representative Period” of August 25, 2019 to August 25, 2020. People who worked as framers/drywallers or tapers during one or both of those periods will be included in the settlement and entitled to be paid money depending on how many hours were worked in each period. Because under California law the claims in the lawsuit can only go back four year before the lawsuit was filed, it does not include any work performed by framers/drywallers and tapers before August 11, 2016. The Defendants also made various changes to policies on August 25, 2020, so the settlement does not include any work performed after August 25, 2020.

There are 235 framers/drywallers and tapers who worked during the Class Period and/or in the Representative Period, who are now known as “Class Members.” You are receiving this notice because Sneary Construction, Inc.’s records indicate that you worked as one of the 235 framers/drywallers and/or tapers in the Class Period and/or in the Representative Period, and you are a Class Member. Your rights regarding the California laws in the case are affected by the settlement, **and you are being sent this Settlement Notice because you are a Class Member who is entitled to money from the settlement.**

The Settlement.

The settlement requires the Defendants to pay a total of \$550,000 from May 2021 until May 2026. Some of the money has already been deposited with a court-appointed settlement administrator. Of that amount, approximately \$290,000 will be used directly to pay Class Members; \$22,500 will be paid to the State of California; approximately \$35,000 will be used to pay the settlement administrator for expenses in sending notices and paying Class Members; approximately \$195,000 will be used to pay the lawyers for Mr. Gutierrez who have not yet been paid for any of their work in the case, and who have spent their own money to file and advance the lawsuit and pay for the mediation; and \$10,000 will be paid to Mr. Gutierrez as a service fee for the time, work, and risks undertaken in bringing the lawsuit.

All Class Members who remain a part of the settlement, including you, will be bound by all of the terms of the settlement agreement presented to the Judge, which includes a release of all claims in the lawsuit and which will prevent you from suing Defendants for the matters settled in the lawsuit. All of the details of the settlement are on file with the court.

There will be a court hearing where the Judge will be asked to grant final approval to the settlement on [REDACTED], 2021, in Department S30 of the Superior Court of the County of San Bernardino. You are not required to appear in court at that hearing. If the Judge gives final approval to the settlement, each Class Member will be paid a *pro rata* share of the \$290,000 based on how many hours each person worked in the Class Period and the Representative Period. The settlement share being paid to each Class Member is a discounted sum for your approximate damages/penalties owed, it is not an exact amount of what you might

actually be owed if you pursued your own individual claim. According to Sneary Construction, Inc.'s records, you worked [redacted] hours in the Class Period and [redacted] hours in the Representative Period, for a total of [redacted] hours. As a result, your settlement share is estimated to be approximately \$<<Estimated Award>>. It is likely this number will change slightly before the end of the case. This amount will not be paid all at once. It will be paid in installments over the next 5 years as the Defendants are paying the settlement.

Nothing in this Settlement Notice is intended to be tax advice. The lawyers in this case cannot provide you with any tax advice, and you should consult your tax advisor for any questions about tax issues pertaining to the settlement and your claim share.

If you want a complete statement and the details of the scope of all claims being released, please refer to the settlement agreement, a copy of which can be obtained from the settlement administrator at [insert settlement administrator address]. If you have other questions you can contact the lawyers for Mr. Gutierrez who are now appointed by the Judge as the lawyers for the Class Members (they are "Class Counsel"); they are now your lawyers for this settlement and are available to answer any questions you may have about this Settlement Notice, or anything else regarding the case:

Brent S. Buchsbaum & Laurel Haag
BUCHSBAUM & HAAG, LLP
100 Oceangate, Suite 1200, Long Beach, California 90802
Telephone: (562) 733-2597

You may also seek independent legal counsel and/or hire your own attorney to represent you in this case at your own expense; otherwise, you will be automatically represented by Class Counsel.

What Are Your Options?

The Court has ordered this Settlement Notice to be mailed to all Class Members, to notify you of the lawsuit and of your rights related to the settlement. The law prohibits retaliation by an employer against any person who participates in or assists in the litigation of a lawsuit of this nature, so if you are still employed by Defendants you still have a right to be a Class Member and collect your settlement share. Defendants will not retaliate against you in any way for participating in the settlement, and in fact Defendants *encourage* Class Members to participate and accept their settlement shares.

At this time, you have certain options:

1. Remain in the Case and Participate in the Settlement

A. Do Nothing. If you do nothing you will automatically continue to be included in the case, and represented by Class Counsel. You do not have to pay any money. You will receive your settlement share if the Court grants final approval to the settlement. Your decision will be final and binding, and you will not be able to change your mind later and request exclusion, and you will also not be able to later bring a separate action against the Defendants regarding the claims now being settled.

B. Object/Comment. If you remain in the case, you may also object or comment on the settlement if you choose, in which case you may do one of the following on or before [redacted], 2021: file a written objection/comment (with a statement of reasons) with the Court; or file with the Court a notice of intent to appear at the final approval hearing. All objections/comments and/or notices must be signed and include your name, address, telephone number, and the name and number of the case and be served on Class Counsel and the lawyers for the Defendants: Timothy G. Williams, BERGER, WILLIAMS & REYNOLDS, LLP, 401 B Street, Suite 2000, San Diego, California 92101. Any Class Member who fails to either provide a timely written objection/comment or notice of intent to appear and speak at the final approval hearing may be

precluded from presenting their objection/comment. If you object and your objection is overruled, then you will be bound by the settlement and will not be allowed to request exclusion.

2. Exclude Yourself from the Settlement

You may choose to remove yourself from the settlement. If you do not want to remain in the case as a Class Member, you must immediately request exclusion. This means that you will be withdrawing your claim from the lawsuit. Your decision will be final and binding, and you will not be able to change your mind later and become a Class Member again. You will not receive any payment from the settlement, and you will not be releasing any claims you may have. Class Counsel will not represent you. If you decide to request exclusion, you must send a written request for exclusion postmarked on or before [redacted], 2021, and include your full name (printed) and address; a statement saying that you wish to be excluded from the class; and your signature. Send requests for exclusion directly to: [insert settlement administrator address]. The court and the lawyers will be notified of your request for exclusion from the case. If you elect to request exclusion, you need to be aware that there are strict statutes of limitations, i.e., deadlines, that restrict your ability to bring your own claim, and if you intend to take your own action you should do so immediately. If you do not request exclusion, or if your request is not completed and postmarked by the date above, you will automatically be included in the settlement. **You may not request exclusion and object/comment on the settlement; if you request exclusion, you have no right to object/comment on the settlement.**

When and Where Will Checks Be Mailed?

If the settlement is granted final approval on [redacted], 2021, settlement checks will be mailed to Class Members near the end of 2021, and then again about once each year until the payments are complete in 2026. Your check will automatically be mailed to you at the same address where you received this Settlement Notice or, if you provide an updated address to the settlement administrator, to your new address. If the pre-printed address on the envelope with this Settlement Notice is not correct, you must correct it. **If your address changes before the checks are mailed, you must notify the settlement administrator of your new address in writing because it has no duty under the terms of the settlement to conduct a search to locate a new address for you.** For address changes, please contact the settlement administrator at the following address: [insert settlement administrator address].

This Settlement Notice contains only a summary of the case to date. Complete pleadings and other papers filed with the Court are available for inspection at the office of the Clerk of the Court in San Bernardino, California, as well as on the Court's website. Please do not call or write the Clerk of the Court for information about this case; inquiries must be made in person at the Clerk of the Court's office or by accessing documents via the internet. You may also contact Class Counsel. Other than exercising your right to file a formal objection, **DO NOT CONTACT THE JUDGE ABOUT THIS CASE.**

Certificate Of Completion

Envelope Id: 937A48E203B1495181915461DFFE1CC9

Status: Completed

Subject: Por Favor Firme

Source Envelope:

Document Pages: 41

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

laurel haag

100 Oceangate, Ste 1200

100 Oceangate, Ste 1200

Long Beach, CA 90802

laurel@buchsbbaumhaag.com

IP Address: 66.214.146.130

Record Tracking

Status: Original

3/4/2021 11:37:14 AM

Holder: laurel haag

laurel@buchsbbaumhaag.com

Location: DocuSign

Signer Events

Francisco Gutierrez

glfrank518@gmail.com

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Drawn on Device

Using IP Address: 107.242.121.28

Signed using mobile

Timestamp

Sent: 3/4/2021 11:37:16 AM

Viewed: 3/4/2021 6:15:00 PM

Signed: 3/4/2021 6:32:00 PM

Electronic Record and Signature Disclosure:

Accepted: 3/4/2021 6:15:00 PM

ID: cb34bd99-7faa-4f8a-8962-5c90fca1e0cc

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2021 11:37:16 AM
Certified Delivered	Security Checked	3/4/2021 6:15:00 PM
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