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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

LES ARRIOLA, individually, and on behalf of  
other members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiff,

vs.

MULTI MECHANICAL, INC., an unknown  
business entity; and DOES 1 through 100,  
inclusive,

Defendants.

ARMANDO ZUNIGA, individually, and on  
behalf of other aggrieved employees pursuant  
to the California Private Attorneys General  
Act;

Plaintiff,

vs.

MULTI MECHANICAL, INC., a California  
Corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: RIC2003696  
(Consolidated with Case No. CVRI2104327)

Honorable Craig G. Riemer  
Department 1

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Reservation ID: 157380024790  
Date: November 14, 2022  
Time: 8:30 a.m.  
Department: 1

Arriola Action Filed: September 16, 2020  
Zuniga Action Filed: September 22, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Craig G. Riemer in Department 1 of the Superior  
2 Court of the State of California, for the County of Riverside, on November 14, 2022 at 8:30 a.m. for  
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC  
4 appears as counsel for Plaintiff Les Arriola, individually and on behalf of all others similarly situated  
5 and aggrieved employees, and Plaintiff Armando Zuniga, individually and on behalf of aggrieved  
6 employees (together, "Plaintiffs"), and Rutan & Tucker LLP appears as counsel for Multi-  
7 Mechanical, Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for  
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement and  
13 Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT  
14 1" to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval  
15 of Class Action Settlement. This is based on the Court's determination that the Settlement falls  
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
21 and reasonable. It appears to the Court that extensive investigation and research have been  
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective  
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial  
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
25 further prosecution of the cases. It further appears that the Settlement has been reached as the result  
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1           4.           The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Awards, LWDA Payment, Settlement Administration  
3 Costs, and payments to the Participating Class Members and Aggrieved Employees provided  
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be  
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is  
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards  
7 made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable  
8 when balanced against the probable outcome of further litigation relating to certification, liability,  
9 and damages issues.

10           5.           The Court concludes that, for settlement purposes only, the proposed Class meets  
11 the requirements for certification under section 382 of the California Code of Civil Procedure in  
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
14 community of interest amongst the members of the Class with respect to the subject matter of the  
15 litigation; (c) Plaintiff Arriola's claims are typical of the claims of the members of the Class; (d)  
16 Plaintiff Arriola will fairly and adequately protect the interests of the members of the Class; (e) a  
17 class action is superior to other available methods for the efficient adjudication of the controversy;  
18 and (f) Class Counsel is qualified to act as counsel for Plaintiff Arriola in his individual capacity and  
19 as the representative of the Class.

20           6.           The Court conditionally certifies, for settlement purposes only, the Class, defined as  
21 follows:

22                   All non-exempt employees of Defendant employed in California at any time during  
23                   the period from September 16, 2016 through May 9, 2022.

24           7.           The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,  
25 and Alexandra Rose of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26           8.           The Court provisionally appoints Plaintiff Les Arriola as the representative of the  
27 Class ("Class Representative").  
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1           9.           The Court provisionally appoints Phoenix Class Action Administration Solutions  
2 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”). Phoenix’s  
3 services include translating, printing, distributing, and tracking Notice Packets and other documents  
4 for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099  
5 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing  
6 necessary reports and declarations, and other duties and responsibilities set forth in the Settlement  
7 Agreement, and as requested by the Parties.

8           10.          Within fourteen (14) calendar days of the date on which the Court enters this Order,  
9 Defendant shall provide the Settlement Administrator with the following information about each  
10 Class Member: last-known full name, mailing address, telephone number, Social Security Number,  
11 dates employed as a non-exempt employee of Defendant in California during the Class Period, and  
12 such other information as is necessary for the Settlement Administrator to calculate Workweeks  
13 (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

14          11.          The Court approves, both as to form and content, the Notice of Class Action  
15 Settlement (“Class Notice”), Exclusion Form (“Exclusion Form”), and Objection Form (“Objection  
16 Form”), attached hereto as “**EXHIBIT 1**,” “**EXHIBIT 2**,” and “**EXHIBIT 3**,” respectively. The  
17 Class Notice, Exclusion Form, and Objection Form are collectively referred to as the “Notice  
18 Packet”. The Notice Packet shall be provided to Class Members in the manner set forth in the  
19 Settlement Agreement. The Court finds that the Notice Packet appears to fully and accurately inform  
20 the Class Members of all material elements of the Settlement, of Class Members’ right to be  
21 excluded from the Class Settlement by submitting an Opt-Out Request, of Class Members’ right to  
22 dispute the Workweeks credited to each of them by submitting a Workweeks Dispute, and of each  
23 Participating Class Member’s right and opportunity to object to the Class Settlement by submitting  
24 an Objection to the Settlement Administrator. The Court further finds that distribution of the Notice  
25 Packet substantially in the manner and form set forth in the Settlement Agreement and this Order,  
26 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements  
27 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court  
28 further orders the Settlement Administrator to mail the Notice Packet in English and Spanish by

1 First-Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt of the Class  
2 List, pursuant to the terms set forth in the Settlement Agreement.

3 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
4 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
5 choose to be excluded from the Class Settlement by submitting an Exclusion Form or written letter  
6 indicating a request to be excluded from the Class Settlement (both of which are referred to as an  
7 “Opt-Out Request”) in conformity with the requirements set forth in the Class Notice, to the  
8 Settlement Administrator, postmarked no later than the date which is sixty (60) calendar days from  
9 the initial mailing of the Notice Packet to Class Members (“Response Deadline”), or, in the case of  
10 a re-mailed Notice Packet, the Response Deadline will be extended fifteen (15) calendar days from  
11 the initial Response Deadline. Any such person who timely and validly chooses to opt out of, and  
12 be excluded from, the Class Settlement will not be entitled to an Individual Settlement Payment and  
13 will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
14 However, all non-exempt employees of Defendant employed in California at any time during the  
15 period from October 28, 2019 through May 9, 2022 (“Aggrieved Employees”) will be bound to the  
16 release of the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective  
17 of whether they submit an Opt-Out Request. Class Members who have not submitted a timely and  
18 valid Opt-Out Request (i.e., Participating Class Members) shall be bound by the Settlement  
19 Agreement and any final judgment based thereon.

20 13. To object to the Class Settlement, a Class Member must submit an Objection Form  
21 or written objection (both of which are referred to as an “Objection”) to the Settlement  
22 Administrator, postmarked on or before the Response Deadline. The Objection must be signed and  
23 must contain the information that is required, as set forth in the Class Notice, including and not  
24 limited to the grounds for the objection. Participating Class Members may also present their  
25 objection orally at the Final Approval Hearing, irrespective of whether they submit an Objection.

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14. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Awards, PAGA Amount, and Settlement Administration Costs.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Awards, PAGA Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration that, among other things, authenticates each Exclusion Form and Objection Form received, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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# **EXHIBIT 1**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Les Arriola v. Multi Mechanical Inc.*  
Superior Court of California, County of Riverside, Case No. RIC2003696  
*Armando Zuniga v. Multi Mechanical, Inc.*  
Superior Court of California, County of Riverside, Case No. CVRI2104327

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.**

**You do not need to take any action to receive a settlement payment.**

**This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Les Arriola and Armando Zuniga (together, "Plaintiffs") and Defendant Multi-Mechanical, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the consolidated cases entitled *Les Arriola v. Multi Mechanical Inc.* ("Arriola Action"), Riverside County Superior Court, Case No. RIC2003696 and *Armando Zuniga v. Multi Mechanical, Inc.* ("Zuniga Action"), Riverside County Superior Court, Case No. CVRI2104327 (together, the *Arriola Action* and *Zuniga Action* are referred to as the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" means all non-exempt employees of Defendant employed in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from September 16, 2016 through May 9, 2022.

"Class Settlement" means the settlement and resolution of the Class Released Claims (described in Section III.D below).

"Aggrieved Employees" means all non-exempt employees of Defendant employed in California at any time during the PAGA Period.

"PAGA Period" means the period from October 28, 2019 through May 9, 2022.

"PAGA Settlement" means the settlement and resolution of the PAGA Released Claims (described in Section III.D below).

### **II. BACKGROUND OF THE LAWSUIT**

On September 16, 2020, Plaintiff Les Arriola commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Riverside County Superior Court, Case No. RIC2003696 ("Arriola Complaint"). On October 28, 2020, Plaintiff Les Arriola provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were violated, and on January 8, 2021, Plaintiff Les Arriola provided a follow-up notice (collectively, "Arriola LWDA Letter"). On April 5, 2021, Plaintiff Les Arriola filed a First Amended Complaint ("Arriola First Amended Complaint").

On July 16, 2021, Plaintiff Armando Zuniga provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that were violated ("Zuniga LWDA Letter") (the Arriola LWDA Letter and Zuniga LWDA Letter are collectively referred to as the "LWDA Letters"). On September 22, 2021, Plaintiff Armando Zuniga filed a Complaint ("Zuniga PAGA Complaint").

On December 30, 2021, the Court ordered the *Arriola* Action and *Zuniga* Action to be consolidated, with the *Arriola* Action designated as the lead case. Together, the *Arriola* First Amended Complaint and *Zuniga* Complaint are referred to as the “Operative Complaints”. Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200-17210, and conduct that gives rise to penalties under California Labor Code sections 2698-2699.8 (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies Plaintiffs’ allegations in the Action and denies that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement,” “Agreement,” or “Settlement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”) and Plaintiff Les Arriola as the representative of the Class (“Class Representative”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian  
Arby Aiwarzian  
Joanna Ghosh  
Alexandra Rose  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The settlement fund is One Million Dollars (\$1,000,000) (the “Settlement Fund”). The portion of the Settlement Fund that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Settlement Fund (i.e., up to \$350,000 if the Settlement Fund is \$1,000,000) and reimbursement of litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Awards in amounts not to exceed Seven Thousand Five Hundred Dollars (\$7,500) each (total, \$15,000) to Plaintiffs for their services in the Action; (3) the amount of One Hundred

Thousand Dollars (\$100,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”); and (4) Settlement Administration Costs in an amount not to exceed Thirteen Thousand Dollars (\$13,000) to the Settlement Administrator. The PAGA Amount will be distributed 75% to the LWDA (i.e., \$75,000) (“LWDA Payment”) and the remaining 25% (i.e., \$25,000) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided each Class Member’s individual number of Workweeks during the Class Period by the total number of Workweeks of all Class Members during the Class Period and multiplied that figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Payment he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Opt-Out Request (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

The estimated average Individual Settlement Payment is approximately: \$[estimated average Individual Settlement Payment]

The estimated highest Individual Settlement Payment is approximately: \$[estimated average Individual Settlement Payment]

The estimated lowest Individual Settlement Payment is approximately: \$[estimated average Individual Settlement Payment]

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and other non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment. The employer’s share of all taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Settlement Fund.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on their Workweeks during the PAGA Period.

The Settlement Administrator has divided each Aggrieved Employee’s individual number of Workweeks during the PAGA Period by the total number of Workweeks of all Aggrieved Employees during the PAGA Period and multiplied that figure by the Aggrieved Employee Amount to yield his or her estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

## **B. Your Workweeks Based on Defendant's Records**

According to Defendant’s records:

- **From September 16, 2016 through May 9, 2022 (i.e., the Class Period), you are credited with [redacted] Workweeks.**

- **From October 28, 2019 through May 9, 2022 (i.e., the PAGA Period), you are credited with [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”), which must: (a) contain the case name and number of the *Arriola Action (Les Arriola v. Multi Mechanical Inc., Case No. RIC2003696)*; (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

**C. Your Estimated Individual Settlement Payment and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].**

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

**D. Release of Claims**

Upon the Effective Date and full funding of the Settlement Fund, the Plaintiffs and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Period.

Upon the Effective Date and full funding of the Settlement Fund, the Plaintiffs, State of California with respect to all Aggrieved Employees, and all Aggrieved Employees shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the PAGA Released Claims that arose during the PAGA Period.

“Class Released Claims” means all claims that arise from the facts, matters, transactions, or occurrences, alleged in the Operative Complaints or that could have been alleged in the Operative Complaints based on such facts. The Class Released Claims include, but are not limited to, claims for: unpaid wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; non-compliant wage statements; failure to timely pay wages during employment and/or at the time of termination; failure to keep requisite payroll records; failure to reimburse business expenses; violations of California Labor Code sections 200-204, 210, 218.5, 226, 226.7, 510, 512, 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission California Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001; and violation of California Business and Professions Code sections 17200-17210.

“PAGA Released Claims” means those claims for civil penalties under PAGA that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaints and LWDA Letters or that could have been alleged in the Operative Complaints and LWDA Letters based on such facts. Without limiting the foregoing, and in addition to the foregoing, the PAGA Released Claims include all penalties available under California Labor Code section 2699 for the claims encompassed by the Class Released Claims.

“Released Parties” refers to Defendant and its officers, directors, and employees.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Settlement Fund (i.e., \$350,000 if the Settlement Fund is \$1,000,000) and reimbursement of litigation costs and expenses in an amount not to

exceed Fifteen Thousand Dollars (\$15,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Awards to Plaintiffs**

Plaintiffs will seek the amounts of up to Seven Thousand Five Hundred Dollars (\$7,500) each (total, \$15,000) (“Enhancement Awards”), in recognition of their services in connection with the Action. The Enhancement Awards will be paid from the Settlement Fund, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars (\$13,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt-Out Requests, Objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Settlement Fund, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a “Opt-Out Request”) to the Settlement Administrator.

An Opt-Out Request must: (a) contain the case name and number of the *Arriola* Action (*Les Arriola v. Multi Mechanical Inc.*, Case No. RIC2003696); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before **[Response Deadline]**.

**[Settlement Administrator]**

**[Mailing Address]**

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Opt-Out Request will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release

of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Opt-Out Request will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of PAGA Released Claims in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt-Out Request.

### **C. Object to the Class Settlement**

Class Members may object to the Class Settlement, as long as he or she has not submitted an Opt-Out Request (i.e., Participating Class Members), by submitting a written objection, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator.

An Objection must: (a) contain the case name and number of the *Arriola* Action (*Les Arriola v. Multi Mechanical Inc.*, Case No. RIC2003696); (b) contain your full name, signature, address, telephone number, last four digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B above, postmarked on or before **[Response Deadline]**.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:  
<https://www.riverside.courts.ca.gov/PublicNotices/COVID-19-Court-Operations.php>

You can find information regarding appearing remotely online at:  
<https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>. Please note that there may be deadlines to reserve a telephonic or remote appearance, and fees or charges may apply.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Class Action and PAGA Settlement and Release of Claims, which is attached as Exhibit **[#]** to the Declaration of Alexandra Rose in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on **[MPA filing date]** and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the *Arriola* Action (Case No. RIC2003696).

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

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE**

**FOLLOWING TOLL-FREE NUMBER: [INSERT].**

## **EXHIBIT 2**

***Les Arriola v. Multi Mechanical Inc.***

Superior Court of California, County of Riverside, Case No. RIC2003696

***Armando Zuniga v. Multi Mechanical, Inc.***

Superior Court of California, County of Riverside, Case No. CVRI2104327

**EXCLUSION FORM**

**USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.**

**If you wish to exclude yourself from the Class Settlement**, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**TBD**

**[INSERT MAILING ADDRESS]**

I request to be excluded from the class action settlement in the matter of *Les Arriola v. Multi Mechanical Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am an Aggrieved Employee, I will still be bound by the settlement and release of the PAGA Released Claims and will be issued an Individual PAGA Payment.

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (\_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

Signature: \_\_\_\_\_

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

\_\_\_\_\_

**If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.**

## **EXHIBIT 3**

Superior Court of California, County of Riverside, Case No. CVRI2104327

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (\_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

Signature: \_\_\_\_\_

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

\_\_\_\_ \_

**If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.** If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

1           17.           In the event the Settlement does not become effective in accordance with the terms  
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
3 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
4 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
5 Settlement Agreement.

6           18.           The Court reserves the right to adjourn or continue the date of the Final Approval  
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
8 Members, and retains jurisdiction to consider all further applications arising out of or connected with  
9 the Settlement. However, the Settlement Administrator shall give notice to any objecting party of  
10 any continuance of the Final Approval Hearing.

11 **IT IS SO ORDERED.**

12  
13 Dated: \_\_\_\_\_

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

The Honorable Craig G. Riemer  
Judge of the Superior Court