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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JAFET CABRERA, individually and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

TRADESMEN INTERNATIONAL, LLC, a
Delaware limited liability company; UDC
Corporation, a California Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CIVSB2104468

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**STIPULATION OF
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: February 3, 2021
Trial Date: None Set

1 **JONES, BELL, ABBOTT, FLEMING &**
2 **FITZGERALD L.L.P.**

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1 IT IS HEREBY STIPULATED, by and between plaintiff Jafet Cabrera (“Plaintiff”),
2 individually and on behalf of all other aggrieved employees, on the one hand, and defendants
3 Tradesmen International, LLC (“Tradesmen”) and UDC Corporation (“UDC”) (collectively,
4 “Defendants”), on the other hand, and subject to the approval of the Court, that the Action is
5 hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation
6 of Representative Action Settlement (“Stipulation”) and that the Court shall make and enter
7 judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the
8 definitions, recitals, and terms set forth herein which by this reference become an integral part of
9 this Stipulation.

10 **DEFINITIONS**

11 1. “Action” means the representative action entitled *Cabrera v. Tradesmen*
12 *International, LLC, et al.*, San Bernardino Superior Court Case No. CIVSB2104468.

13 2. “Aggrieved Employees” means all current and former non-exempt employees of
14 UDC in California at any time during the PAGA Period, with respect to which Plaintiff alleges
15 that Defendants violated various sections of the Labor Code.

16 3. “Approval Hearing” means the hearing to be conducted by the Court after the
17 filing of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court
18 approve the Settlement, enter the Judgment, and take other appropriate action.

19 4. “Compensable Pay Periods” means the total number of pay periods during which
20 an Aggrieved Employee worked for UDC as a non-exempt employee in California during the
21 PAGA Period, based on Defendants’ records, and which shall be used to calculate Individual
22 Settlement Payments.

23 5. “Defendants” means defendants Tradesmen International, LLC and UDC
24 Corporation.

25 6. “Defense Counsel” means Kevin K. Fitzgerald and Asha Dhillon of Jones, Bell,
26 Abbott, Fleming & Fitzgerald L.L.P. and Daniel Whang of Seyfarth Shaw LLP.

27 7. “Effective Date” means the latter of: (a) the date upon which the Judgment is
28 entered by the Court if neither the LWDA or any other entity or person files an objection to the

1 Settlement; (b) if the LWDA or any other entity or person files an objection to the Settlement but
2 does not file a notice of appeal from the Judgment, the date upon which the Judgment is no longer
3 appealable; or (c) if the LWDA or any other entity or person files an objection to the Settlement
4 and timely appeals the Judgment, the date upon which all appellate and/or other proceedings
5 resulting from the appeal, review or writ have been finally terminated in such a manner as to
6 permit the Judgment to take effect in substantially the form described herein.

7 8. "Employee Information" means information regarding the Aggrieved Employees
8 that Defendants shall in good faith compile from their records and shall be authorized by the
9 Court to transmit in a secured manner to the Settlement Administrator. Employee Information
10 shall be transmitted in electronic form and shall include each Aggrieved Employee's full name;
11 last known address; Social Security number; and total number of Compensable Pay Periods.

12 9. "Incentive Award" means the amount that the Court authorizes to be paid to
13 Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of Plaintiff's
14 effort and risk in prosecuting the Action.

15 10. "Individual Settlement Payment" means the amount payable from the PAGA Fund
16 to each Aggrieved Employee.

17 11. "Judgment" means the final order and judgment to be entered by the Court
18 granting approval of the Settlement and this Stipulation as binding upon the Parties and the
19 Aggrieved Employees.

20 12. "LWDA" means the California Labor and Workforce Development Agency.

21 13. "Notice" means the Notice of Representative Action Settlement, substantially in
22 the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
23 Administrator shall mail to each Aggrieved Employee explaining the terms of this Stipulation and
24 the Settlement.

25 14. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
26 Labor Code sections 2698, et seq.

27 15. "PAGA Fund" means the Settlement Fund, less Plaintiff's Counsel Award, the
28 Incentive Award, and Settlement Administration Costs, of which seventy five percent (75%) shall

1 be distributed to the LWDA for PAGA penalties pursuant to California Labor Code § 2699(i),
2 and twenty five percent (25%) shall be distributed to the Aggrieved Employees for their
3 Individual Settlement Payments.

4 16. "PAGA Period" means the time period from October 28, 2019 to October 7, 2022.

5 17. "Parties" means Plaintiff and Defendants.

6 18. "Plaintiff" means plaintiff Jafet Cabrera.

7 19. "Plaintiff's Counsel" means Matthew J. Matern, Launa Adolph, and Deanna S.
8 Leifer.

9 20. "Plaintiff's Counsel Award" means reasonable attorneys' fees for Plaintiff's
10 Counsel's litigation and resolution of this Action (not to exceed one-third of the Settlement
11 Fund), and Plaintiff's Counsel's expenses and costs reasonably incurred in connection with this
12 Action.

13 21. "Released Parties" means Defendants and their present or former parents, owners,
14 subsidiaries, and any affiliated or related persons or entities and each of its officers, directors,
15 employees, partners, shareholders, attorneys and agents, and any other predecessors, successors,
16 assigns, or legal representatives.

17 22. "Settlement" means the final and complete disposition of the Action pursuant to
18 this Stipulation.

19 23. "Settlement Administration Costs" means the reasonable costs and fees of
20 administering the Settlement to be paid from the Settlement Fund, including, but not limited to:
21 (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved
22 Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all
23 appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
24 Settlement Payments, the Incentive Award, the Plaintiff's Counsel Award, and the PAGA
25 payment to the LWDA; (iv) establishing a Qualified Settlement Fund, as defined by the Internal
26 Revenue Code; and (vi) preparing and submitting filings required by law in connection with the
27 payments required by the Settlement.

28 24. "Settlement Administrator" means ILYM Group, Inc.

25. "Settlement Fund" means the maximum amount Defendants shall have to pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to the Aggrieved Employees, the Plaintiff's Counsel Award, the Incentive Award, Settlement Administration Costs, and the PAGA payment to the LWDA. Subject to Court approval and the terms of this Stipulation, the Settlement Fund Defendants shall be required to pay is Six Hundred Fifty Thousand Dollars (\$650,000.00).

26. “Settlement Packet” means the packet of documents which shall be mailed to all Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved Employee’s respective Individual Settlement Payment.

RECITALS

27. Procedural History. On February 3, 2021, Plaintiff filed a complaint against Defendants in San Bernardino County Superior Court, alleging a single cause of action for penalties under PAGA.

28. UDC and Tradesmen filed their respective answers to Plaintiff's complaint on June 27, 2021 and June 28, 2021, respectively.

29. On August 8, 2022, the Parties attended a private mediation session with the Honorable Carl J. West (Ret.). At the end of the mediation, Judge West made a mediator's proposal outlining the material terms of a proposed representative action settlement. The Parties accepted the mediator's proposal, made subject to the Parties entering into a long form settlement agreement.

30. Benefits of Settlement to Plaintiff and the Aggrieved Employees. Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings that would be necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing penalties and other relief sought in the Action. Plaintiff and Plaintiff's

1 Counsel also have taken into account Defendants' agreement to enter into a settlement that
2 penalizes Defendants for their alleged wrongdoing and confers substantial benefits upon the State
3 of California and Aggrieved Employees. Based on the foregoing, Plaintiff and Plaintiff's Counsel
4 have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable
5 and is in the best interests of all Aggrieved Employees.

6 31. Defendants' Reasons for Settlement. Defendants have concluded that any further
7 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
8 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall
9 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have also
10 taken into account the risks of further litigation in reaching their decision to enter into this
11 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
12 Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
13 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants
14 have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not
15 give rise to any liability, damages, restitution, penalties, or other payments. This Stipulation is a
16 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
17 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
18 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
19 Action. Defendants contend that they have complied with all applicable state, federal and local
20 laws.

21 TERMS OF SETTLEMENT

22 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
23 set forth herein, the Parties agree, subject to the Court's approval, as follows:

24 32. Binding Settlement. This Settlement shall bind the Parties and all Aggrieved
25 Employees, subject to the terms and conditions hereof and the Court's approval.

26 33. Tax Liability. The Parties make no representations as to the tax treatment or legal
27 effect of the payments specified herein, and the Aggrieved Employees are not relying on any
28 statement or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard.

1 The Aggrieved Employees and Plaintiff's Counsel understand and agree that they shall be
2 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
3 and shall hold the Parties, Plaintiff's Counsel, and Defense Counsel free and harmless from and
4 against any claims resulting from treatment of such payments as non-taxable, including the
5 treatment of such payments as not subject to withholding or deduction for payroll and
6 employment taxes.

7 34. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
8 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
10 COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED
11 TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
12 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING
13 OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
14 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
15 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
16 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
17 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 STIPULATION.

1 35. Approval of Settlement. Plaintiff shall be responsible for moving the Court to
2 approve the Settlement and enter the Judgment. The Parties agree to work diligently and
3 cooperatively to have this Settlement presented to the Court for approval. The Judgment shall
4 provide for, among other things, the Settlement Packet to be sent to Aggrieved Employees as
5 specified herein.

6 36. Release by Plaintiff and Other Aggrieved Employees:

7 a. Aggrieved Employees' Released Claims. Upon Defendants providing the
8 Settlement Fund to the Settlement Administrator, all Aggrieved Employees shall be deemed to
9 have released the Released Parties of any and all claims and/or causes of action under PAGA
10 which are based upon the factual allegations set forth in the operative complaint and/or Plaintiff's
11 PAGA notice to the LWDA and arising at any time during the PAGA Period.

12 b. Plaintiff's Released Claims. Upon Defendants providing the Settlement
13 Fund to the Settlement Administrator, Plaintiff shall be deemed to have released the Released
14 Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form
15 whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether
16 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could
17 have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly,
18 indirectly, representatively, derivatively or in any other capacity, against Defendant or any of the
19 other Released Parties, arising at any time prior to entry of the Judgment, including but not
20 limited to those claims raised in the Action, and those arising from or related to Plaintiff's
21 employment with or work for Defendants. This release excludes only the release of claims not
22 permitted by law.

23 As to the Released Claims only, Plaintiff expressly waives all rights and benefits under the
24 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**

1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
2 **DEBTOR OR RELEASED PARTY.**

3 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
4 full and complete release and discharge of all of her Released Claims, Plaintiff expressly
5 acknowledges that this Settlement is intended to include in its effect, without limitation, all
6 Released Claims which Plaintiff does not know or suspect to exist in his favor at the time of
7 execution hereof, and that the Settlement contemplates the extinguishment of all such Released
8 Claims.

9 37. Settlement Administration.

10 a. Within ten (10) days of the Effective Date, Defendants shall provide the
11 Settlement Administrator with the Employee Information for purposes of mailing the Settlement
12 Packets to Aggrieved Employees.

13 i. Notice by First Class U.S. Mail. Upon receipt of the Employee
14 Information, the Settlement Administrator shall perform a search based on the National Change
15 of Address Database maintained by the United States Postal Service to update and correct any
16 known or identifiable address changes. Within ten (10) days of receiving the Settlement Fund
17 from Defendants as provided herein, the Settlement Administrator shall mail copies of the
18 Settlement Packet, which shall include the Notice and each Aggrieved Employee's respective
19 Individual Settlement Payment, to all Aggrieved Employees via regular First Class U.S. Mail.
20 The Settlement Administrator shall exercise its best judgment to determine the current mailing
21 address for each Aggrieved Employee. The address identified by the Settlement Administrator as
22 the current mailing address shall be presumed to be the most current mailing address for each
23 Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice
24 practicable to Aggrieved Employees and fully complies with due process.

25 ii. Undeliverable Settlement Packets. Any Settlement Packet returned
26 to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address
27 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
28 promptly attempt to determine a correct address by the use of skip-tracing, or other type of

1 automated search, using the name, address, and/or Social Security number of the Aggrieved
2 Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose
3 Settlement Packet was returned as non-deliverable, assuming another mailing address is identified
4 by the Settlement Administrator. If these procedures are followed, notice to Aggrieved
5 Employees shall be deemed to have been fully satisfied, and if the intended recipient of the
6 Settlement Packet does not receive the Settlement Packet, the intended recipient shall
7 nevertheless remain bound by all terms of the Settlement and the Judgment.

8 iii. Determination of Individual Settlement Payments. The Settlement
9 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
10 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
11 eligibility for and amount of each Individual Settlement Payment shall be binding upon the
12 Aggrieved Employees and the Parties, yet subject to review by Plaintiff's Counsel, Defense
13 Counsel, and the Court. In the absence of fraud or gross negligence, Defendants' records shall be
14 presumed accurate.

15 iv. Disputes Regarding Administration of Settlement. Any dispute not
16 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
17 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
18 confer in good faith and make use of the services of Judge Carl West, if necessary, to resolve the
19 dispute without the necessity of involving the Court.

20 b. Monitoring and Reviewing Settlement Administration. The Parties have
21 the right to monitor and review the administration of the Settlement to verify that the monies
22 allocated under the Settlement are distributed in the correct amount, as provided for in this
23 Stipulation.

24 c. Best Efforts. The Parties agree to use their best efforts to carry out the
25 terms of this Settlement.

26 38. Funding and Allocation of the Settlement Fund. No later than fifteen (15) days
27 after the Effective Date, Defendants shall provide to the Settlement Administrator in any feasible
28 manner, including, but not limited to, by way of a wire transfer, the Settlement Fund. If this

1 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or
2 fails to become effective for any reason, or if the Effective Date does not occur, then no portion
3 of the Settlement Fund shall be paid.

4 a. Individual Settlement Payments. The Aggrieved Employees shall not be
5 required to submit a claim in order to receive a share of the PAGA Fund, and no portion of the
6 Settlement Fund shall revert to Defendants or result in an unpaid residue. Individual Settlement
7 Payments shall be paid by the Settlement Administrator from the PAGA Fund pursuant to the
8 formula set forth herein.

9 i. Each Aggrieved Employee's Individual Settlement Payment shall
10 be calculated solely by the Settlement Administrator according to the following formula:
11 Defendants shall provide the Settlement Administrator with the Compensable Pay Periods for
12 each Aggrieved Employee. The Settlement Administrator shall then divide the Aggrieved
13 Employees' portion of the PAGA Fund by the total number of Compensable Pay Periods for all
14 Aggrieved Employees resulting in a value for each week worked by the Aggrieved Employees
15 during the PAGA Period ("Pay Period Value"). The Settlement Administrator shall then multiply
16 the number of Compensable Pay Periods for each Aggrieved Employee by the Pay Period Value.

17 ii. Individual Settlement Payments shall be made by check and shall
18 be made payable to each Aggrieved Employee as set forth in this Stipulation.

19 iii. Individual Settlement Payments shall be allocated one hundred
20 percent (100%) as non-wage penalties not subject to payroll tax withholdings. The Settlement
21 Administrator shall issue an IRS Form 1099 to each Aggrieved Employee along with the
22 Individual Settlement Payment.

23 iv. Individual Settlement Payment checks shall remain negotiable for
24 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment
25 check remains uncashed after one hundred eighty (180) days from issuance, the Settlement
26 Administrator shall distribute the value of the uncashed check to the State Controller's Office
27 Unclaimed Property Fund in the name of the Aggrieved Employee. In such event, such
28 Aggrieved Employees shall nevertheless remain bound by the Settlement.

1 v. It is expressly understood and agreed that the receipt of Individual
2 Settlement Payments shall not entitle any Aggrieved Employee to additional compensation or
3 benefits under any collective bargaining agreement or under any bonus, contest, or other
4 compensation or benefit plan or agreement in place during the period covered by the Settlement,
5 nor shall it entitle any Aggrieved Employee to any increased pension and/or retirement, or other
6 deferred compensation benefits. It is the intent of the Parties that the Individual Settlement
7 Payments provided for in this Stipulation are the sole payments to be made by Defendants to the
8 Aggrieved Employees in connection with this Settlement, with the exception of Plaintiff, and that
9 the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a
10 result of having received the Individual Settlement Payments. Furthermore, the receipt of
11 Individual Settlement Payments by the Aggrieved Employees shall not, and does not, by itself
12 establish any general, special, or joint employment relationship between and among the
13 Aggrieved Employees and Defendants.

14 b. Incentive Award. Subject to Court approval, Plaintiff shall be paid an
15 Incentive Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser amount as
16 awarded by the Court, for his time and effort in bringing and presenting the Action and for
17 releasing his Released Claims. Defendants shall not oppose or object to Plaintiff's request for an
18 Incentive Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00). The Incentive
19 Award shall be paid to Plaintiff from the Settlement Fund no later than ten (10) days after
20 Defendants provide the Settlement Administrator with the Settlement Fund. The Settlement
21 Administrator shall issue an IRS Form 1099 to Plaintiff for his Incentive Award. Plaintiff shall
22 be solely and legally responsible to pay any and all applicable taxes on his Incentive Award and
23 shall hold harmless Defendants, Plaintiff's Counsel, and Defense Counsel from any claim or
24 liability for taxes, penalties, or interest arising as a result of payment of the Incentive Award. The
25 Incentive Award shall be made in addition to Plaintiff's Individual Settlement Payment. Any
26 amount requested by Plaintiff for the Incentive Award and not awarded by the Court shall become
27 part of the PAGA Fund and shall be distributed to the LWDA and to the Aggrieved Employees as
28 part of their Individual Settlement Payments.

1 c. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel
2 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3)
3 of the Settlement Fund, which amounts to Two Hundred Sixteen Thousand Six Hundred Sixty
4 Six Dollars and Sixty Seven Cents (\$216,666.67). In addition, subject to Court approval,
5 Plaintiff's Counsel shall be entitled to an award of reasonable costs associated with Plaintiff's
6 Counsel's prosecution of the Action in an amount not to exceed Twenty Five Thousand Dollars
7 (\$25,000.00). Plaintiff's Counsel shall provide the Settlement Administrator with a properly
8 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
9 Plaintiff's Counsel Award approved by the Court. Defendants shall not oppose or object to
10 Plaintiff's request for an award of attorneys' fees in an amount not to exceed Two Hundred
11 Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$216,666.67) and
12 request for an award of reasonable costs not to exceed Twenty Five Thousand Dollars
13 (\$25,000.00). In the event that the Court awards Plaintiff's Counsel less than Two Hundred
14 Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$216,666.67) in
15 attorneys' fees and/or less than Twenty Five Thousand Dollars (\$25,000.00) in costs, the
16 difference shall become part of the PAGA Fund and shall be distributed to the LWDA and the
17 Aggrieved Employees as part of their Individual Settlement Payments. Plaintiff's Counsel shall
18 be paid any Court-awarded attorneys' fees and costs no later than ten (10) days after Defendants
19 provide the Settlement Administrator with the Settlement Fund. Plaintiff's Counsel shall be
20 solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. The
21 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's
22 Counsel Award. This Settlement is not conditioned upon the Court awarding Plaintiff's Counsel
23 any particular amount of attorneys' fees or costs, unless the amount awarded is more than
24 specified in this paragraph.

25 d. Settlement Administration Costs. The Settlement Administration fees and
26 expenses, which are estimated not to exceed Eight Thousand Dollars (\$8,000.00) shall be paid
27 from the Settlement Fund. The Parties agree to cooperate in the Settlement Administration
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1 process and to make all reasonable efforts to control and minimize Settlement Administration
2 Costs.

3 i. The Parties each represent they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
5 that could create a conflict of interest.

6 ii. The Settlement Administrator shall keep the Parties timely apprised
7 of the performance of all Settlement Administrator responsibilities required by the Settlement.
8 The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund
9 (“QSF”) pursuant to IRS rules and regulations in which the Settlement Fund shall be placed and
10 from which payments required by the Settlement shall be made.

11 39. Approval Hearing and Entry of Judgment. An Approval Hearing shall be
12 conducted to determine whether to grant approval of the Settlement, including determining the
13 amounts properly payable for: (i) the Plaintiff’s Counsel Award; and (ii) the Incentive Award.

14 40. Nullification of Settlement. In the event: (i) the Court does not enter the
15 Judgment; or (ii) the Settlement does not become final for any other reason, this Stipulation shall
16 be rendered null and void, any order or judgment entered by the Court in furtherance of this
17 Settlement shall be treated as void from the beginning, and this Stipulation and any documents
18 related to it shall not be used in any other civil, criminal, or administrative action against
19 Defendants or any of the other Released Parties. In the event an appeal is filed from the
20 Judgment, or any other appellate review is sought, administration of the Settlement shall be
21 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the
22 Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or
23 any other appellate review, shall be paid by Defendants to the Settlement Administrator.

24 41. No Admission by Defendants. Defendants deny all claims alleged in this Action
25 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms
26 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
27 none shall be used against Defendants as an admission or indication with respect to any claim of
28 any fault, concession, or omission by Defendants. The Parties agree that this Stipulation shall not

1 be admissible in this or any other proceeding as evidence that Defendants are liable to Plaintiff or
2 any Aggrieved Employee, other than according to the terms of this Stipulation.

3 42. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
4 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
5 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
6 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

7 43. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
8 all proceedings in the Action, except such proceedings necessary to implement and complete the
9 Settlement and enter the Judgment.

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

12 45. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
13 agreement between the Parties, and no oral or written representations, warranties, or inducements
14 have been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits other than
15 the representations, warranties, and covenants contained and memorialized in this Stipulation and
16 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
17 binding on the Parties.

18 46. Authorization to Enter into Settlement Agreement. Plaintiff's Counsel and
19 Defense Counsel warrant and represent they are expressly authorized by the Parties whom they
20 represent to negotiate this Stipulation and to take all appropriate actions required or permitted to
21 be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any
22 other documents required to effectuate the terms of this Stipulation. The Parties, Plaintiff's
23 Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effect
24 the implementation of the Settlement. In the event that the Parties are unable to reach agreement
25 on the form or content of any document needed to implement the Settlement, or on any
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
27 Parties may seek the assistance of the Court and/or Judge Carl West to resolve such disagreement.
28 The persons signing this Stipulation on behalf of Defendants represent and warrant that they are

1 authorized to sign this Stipulation on behalf of Defendants. Plaintiff represents and warrants that
2 he is authorized to sign this Stipulation and that he has not assigned any claim, or part of a claim,
3 covered by this Settlement to a third-party. Plaintiff acknowledges that he has read this
4 Stipulation, that he fully understands his rights, privileges, and duties under the Stipulation, and
5 enters this Stipulation freely and voluntarily. Plaintiff further acknowledges that he has had the
6 opportunity to consult with his attorneys to explain the terms of this Stipulation and the
7 consequences of signing this Stipulation. Additionally, the Parties have cooperated in the drafting
8 and preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
9 shall not be construed against any of the Parties.

10 47. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees,
11 mediator fees, and other fees incurred in connection with this Stipulation and in connection with
12 the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

13 48. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
14 inure to the benefit of, the successors and assigns of the Parties.

15 49. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
16 be governed by and interpreted according to the laws of the State of California, without giving
17 effect to any law that would cause the laws of any jurisdiction other than the State of California to
18 be applied.

19 50. Counterparts. This Stipulation may be executed in one or more counterparts. All
20 executed counterparts and each of them shall be deemed to be one and the same instrument.

21 51. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
22 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
23 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
24 Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
26 orders and judgments entered in connection therewith.

27 52. Invalidity of Any Provision. Before declaring any term or provision of this
28 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or

EXHIBIT 1

Mailing Date

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

Name

Address

Dear NAME:

Cabrera v. Tradesmen International, LLC, et al.

San Bernardino Superior Court Case No. CIVSB2104468

You are receiving the enclosed check in settlement of a lawsuit entitled *Cabrera v. Tradesmen International, LLC, et al.*, San Bernardino Superior Court Case No. CIVSB2104468. In the lawsuit, Jafet Cabrera (“Plaintiff”) pursued various claims against Tradesmen International, LLC and UDC Corporation (“UDC”) (“Defendants”) under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act of 2004 (“PAGA”). Defendants deny all of the allegations and liability for any claims in this case. The Court has approved the Settlement on behalf of the following employees (“Aggrieved Employees”): all current and former non-exempt employees of UDC in California at any time during the time period from October 28, 2019 to October 7, 2022 (the “PAGA Period”).

The enclosed check for \$_____ is your share of the Settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be sent to the State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee.

As a result of the Settlement, all Aggrieved Employees and the California Labor and Workforce Development Agency (“LWDA”) have released Defendants and their present or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other predecessors, successors, assigns, or legal representatives from the following Released Claims: of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and/or Plaintiff’s PAGA notice to the LWDA and arising at any time during the PAGA Period.

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: Sep 27, 2022, 2022


Jafet Cabrera (Sep 27, 2022 16:53 PDT)

Plaintiff Jafet Cabrera

Dated: _____, 2022

Defendant UDC Corporation

By: _____

Its: _____

Dated: _____, 2022

Defendant Tradesmen International, LLC

By: _____

Its: _____

Approved as to form and content:

DATED: September 27, 2022

MATERN LAW GROUP, PC

By: _____


MATTHEW J. MATERN
LAUNA ADOLPH
DEANNA S. LEIFER
Attorneys for Plaintiff JAFET CARBRERA,
individually and on behalf of all other aggrieved
employees

DATED: September 27, 2022

SEYFARTH SHAW LLP

By: _____

DANIEL WHANG
Attorneys for Defendant TRADESMEN
INTERNATIONAL LLC

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: _____, 2022

Plaintiff Jafet Cabrera

Dated: OCTOBER 3, 2022

Defendant UDC Corporation

By: [Signature]

Its: CFO

Dated: _____, 2022

Defendant Tradesmen International, LLC

By: _____

Its: _____

Approved as to form and content:

DATED: September 27, 2022

MATERN LAW GROUP, PC

By:

MATTHEW J. MATERN
LAUNA ADOLPH
DEANNA S. LEIFER
Attorneys for Plaintiff JAFET CARBRERA,
individually and on behalf of all other aggrieved
employees

DATED: September 27, 2022

SEYFARTH SHAW LLP

By:

DANIEL WHANG
Attorneys for Defendant TRADESMEN
INTERNATIONAL LLC

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: _____, 2022

Plaintiff Jafet Cabrera

Dated: _____, 2022

Defendant UDC Corporation

By: _____

Its: _____

Dated: September 29, 2022

Defendant Tradesmen International, LLC

By: 

Its: Senior Counsel

Approved as to form and content:

DATED: September 28, 2022

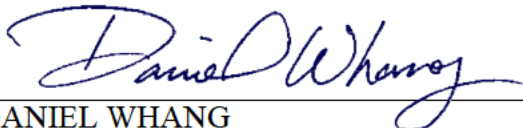
MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
LAUNA ADOLPH
DEANNA S. LEIFER
Attorneys for Plaintiff JAFET CARBRERA,
individually and on behalf of all other aggrieved
employees

DATED: September 28, 2022

SEYFARTH SHAW LLP

By: 

DANIEL WHANG
Attorneys for Defendant TRADESMEN
INTERNATIONAL LLC

1 DATED: September 27, 2022

JONES, BELL, ABBOTT FLEMING &
FITZGERALD L.L.P

2
3
4 By:



KEVIN K. FITZGERALD
ASHA DHILLON
Attorneys for Defendant UDC CORPORATION