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Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RUDY GARCIA, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

CONSTRUCTION INNOVATIONS GROUP,
LLC, REX MOORE GROUP, INC.; REX
SIGNATURE SERVICES, LLC; REX
MOORE ELECTRICAL CONTRACTORS &
ENGINEERING INC.; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 34-2020-00285239

CLASS ACTION

**STIPULATED SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

1 This Stipulated Settlement Agreement and Release of Claims is entered into by and between
2 Plaintiff Rudy Garcia, individually and on behalf of all others similarly situated, and Defendants
3 Construction Innovations Group, LLC, Rex Moore Group, Inc., Rex Signature Services, LLC, and
4 Rex Moore Electrical Contractors & Engineering, Inc., and is approved by their respective counsel
5 of record, subject to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Rudy Garcia v.*
8 *Construction Innovations Group, LLC, et al.*, Sacramento County Superior Court Case No. 34-
9 2020-00285239.

10 2. "Agreement," "Stipulation," "Stipulation of Settlement," "Settlement Agreement,"
11 or "Stipulation and Agreement" shall mean this Stipulation for Class Action Settlement and Release
12 of Claims, including any attached Exhibits.

13 3. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
14 Jonathan Melmed of Melmed Law Group P.C.

15 4. "Class Data" means a complete list of all Settlement Class Members that Defendants
16 will diligently and in good faith compile from its records and provide to the Settlement
17 Administrator within seven (7) days after entry of the Preliminary Approval Order. The Class List
18 shall be on one spreadsheet and shall include the Settlement Class Members' full names; last known
19 addresses; telephone numbers; Social Security Numbers; and the hire and separation date, if
20 applicable during the Class Period for each Settlement Class Member.

21 5. "Class Period" is deemed to be any time during the period of September 15, 2016,
22 through March 23, 2021 or the date of first preliminary approval hearing, whichever occurs first.

23 6. "Class Representative" or "Plaintiff" means and refers to Rudy Garcia.

24 7. "First Amended Complaint" refers to the First Amended Class Action Complaint
25 filed in the Los Angeles County Superior Court on or about December 16, 2020, in the matter of
26 *Rudy Garcia v. Construction Innovations Group, LLC, et al.*, Sacramento County Superior Court
27 Case No. 34-2020-00285239.

- 1 8. “Court” (or “Judge”) means the California Superior Court, County of Sacramento.
- 2 9. “Defendants” means and refers to Construction Innovations Group, LLC, Rex Moore
- 3 Group, Inc., Rex Signature Services, LLC, and Rex Moore Electrical Contractors & Engineering,
- 4 Inc.
- 5 10. “Defendants’ Counsel” or “Defense Counsel” means and refers to Terry Wills, Esq.
- 6 and Dylan Rupchock, Esq. of Cook Brown LLP.
- 7 11. “Effective Date” means the latest of the following dates: (i) if no Class Member
- 8 timely and properly intervenes or files a motion to vacate the judgment approving the Stipulation of
- 9 Settlement under Code of Civil Procedure § 663, then the date the Court enters an order granting
- 10 Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the
- 11 judgment approving the Stipulation of Settlement, then sixty-one (61) calendar days following the
- 12 date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a
- 13 timely appeal is filed, the date of final resolution of that appeal (including any requests for
- 14 rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.
- 15 12. “Final Approval” refers to the order of the Court granting final approval of this
- 16 Stipulation of Settlement and entering a judgment approving this Agreement on substantially the
- 17 terms provided herein or as the same may be modified by subsequent written agreement of the
- 18 Parties.
- 19 13. “Final Settlement Class” means, collectively, all Settlement Class Members who
- 20 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.
- 21 14. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
- 22 44(c) below.
- 23 15. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 44(b)
- 24 below.
- 25 16. “Notice” means the notice of proposed class settlement and setting of a Final
- 26 Approval Hearing that will be sent to the Settlement Class Members.
- 27 17. “Notice Packet” means the Notice to be sent to all Settlement Class Members.
- 28 ///

1 18. “Notice Response Deadline” is 45 calendar days from the date the Notice Packet is
2 mailed to the Settlement Class Members.

3 19. “Objecting Settlement Class Member” means a Settlement Class Member, other than
4 Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to
5 Paragraph 64(c) below.

6 20. “Participating Class Member” means any and all Settlement Class Members who are
7 deemed to participate and are mailed an Individual Settlement Amount and do not opt-out by
8 submitting timely valid Requests for Exclusion.

9 21. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and Defendants,
10 collectively.

11 22. “Preliminary Approval Date” means the date the Court approves the Stipulation of
12 Settlement, and the exhibits thereto, and enters the Preliminary Approval Order.

13 23. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
14 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and
15 providing for the issuance of the Notice Packet to the Settlement Class, an opportunity to opt out of
16 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing
17 on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs.
18 Defendants will not object to Plaintiff’s motion for preliminary approval, but will be provided with
19 an opportunity to review and comment upon the motion before it is filed.

20 24. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
21 for the benefit of the Final Settlement Class.

22 25. “Released Claims” by the Participating Class Members upon the date Defendants
23 fully funds the settlement will includes all claims arising out of the claims alleged in the operative
24 First Amended Complaint along with related claims that could have arisen or been alleged based on
25 the facts alleged in the operative First Amended Complaint including (a) failure to pay minimum
26 wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide
27 rest breaks, (e) failure to timely pay final wages pursuant to Labor Code §§ 201–203, (f) failure to
28 provide accurate itemized wage statements, (g) failure to reimburse business expenses (h) unfair

1 and unlawful competition, (i) all other civil and statutory penalties, including those recoverable
2 under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), and applicable
3 California Industrial Welfare Commission Wage Orders, Cal. Code Regs., tit. 8, section 11040, *et*
4 *seq.*, based on the facts or claims alleged in the operative First Amended Complaint. The release
5 shall include a release under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,
6 246, 246.5, 248.5, 510, 512(a), 558, 1174, 1194, 1194.2, 1197, 1198, 1198.5 and 2802, Business
7 and Professions Code §§ 17200 *et seq.*, and all class claims, representative claims, aggrieved
8 employee claims, meal or rest periods, meal or rest premiums, unpaid wages (including unpaid
9 mandatory paid sick leave), overtime, minimum wages, and complete payments of wages
10 (including accrued benefits, paid time off) at separation, termination, lay-off or furlough, failure to
11 provide accurate and itemized wage statements, waiting time penalties, civil penalties, interest, fees,
12 costs, and any other claims alleged by the Class in the Case or that could have been alleged through
13 the date of preliminary approval of the Settlement. .

14 26. “Released Parties” means Defendants and each of their present and former officers,
15 directors, members, managers, shareholders, agents, subsidiaries, insurers, operators, partners,
16 professional employment organizations, successors and assignees.

17 27. “Release Period” shall be the time period governing the Released Claims which shall
18 be any time from September 15, 2016, through March 23, 2021 or the date of first preliminary
19 approval hearing, whichever occurs first.

20 28. “Release” shall mean the release and discharge of the Released Claims by Plaintiff
21 and all of the Participating Class Members, and their assignees.

22 29. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 64(a)
23 below.

24 30. “Service Payment” or “Service Award” means the amount approved by the Court to
25 be paid to the Class Representative, Rudy Garcia, in addition to his Individual Settlement Amount
26 as a Participating Class Member.

27 31. “Settlement Administrator” means and refers to the third-party class action
28 settlement administrator agreed to by the Parties, who will provide the Notice Packet to the Class

1 Members and distribute the settlement amounts as described in this Stipulation.

2 32. "Settlement Administration Costs" means the costs payable from the Settlement
3 Amount to the Settlement Administrator for administering this Settlement, including, but not
4 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
5 distributing the Settlement Amount, and providing necessary reports and declarations, as requested
6 by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount,
7 including, if necessary, any such costs in excess of the amount represented by the Settlement
8 Administrator as being the maximum costs necessary to administer the Settlement.

9 33. "Settlement Amount" shall have the meaning ascribed to it in Paragraph 44(a)
10 below.

11 34. "Settlement Class" or "Covered Position" is defined as all current and former non-
12 exempt employees employed by Defendants who do not opt out of the settlement.

13 35. "Settlement Class Member" or "Class Members" refers to individual members of the
14 Settlement Class.

15 36. "Weeks Worked" for each Settlement Class Members means any week in which the
16 Settlement Class Member worked at least one (1) shift during the Class Period.

17 **B. General Terms**

18 37. The Complaint was filed on September 15, 2020, in the Court and alleges class
19 action claims, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
20 failure to provide rest periods, (4) failure to provide meal breaks, (5) failure to reimburse business
21 expenses, (6) failure to timely pay final wages pursuant to Labor Code §§ 201 – 203; (7), failure to
22 provide accurate itemized wage statements; and (8) unfair and unlawful competition. The
23 Complaint was amended on December 17, 2020 to alleged related claims under PAGA.

24 38. Defendants deny Plaintiff's claims and allegations and contend that the Action is not
25 suitable for class certification.

26 39. The Class Representative believes he can proceed with his representative and class
27 claims, that the Action is meritorious, and that class certification is appropriate.

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1 40. The Parties have conducted a thorough investigation into the facts of the Action.
2 This includes conducting an extensive exchange of informal discovery, including Defendants'
3 written policies and practices and the production of a sampling of payroll and timekeeping records
4 for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive
5 research with respect to the applicable law and potential defenses to the claims of the Settlement
6 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against
7 Defendants. Based on the foregoing data and on their own independent investigation and
8 evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration
9 and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in
10 the best interest of the Class Members in light of all known facts and circumstances, including the
11 risk of significant delay and uncertainty associated with litigation, various defenses asserted by
12 Defendants, and numerous potential appellate issues.

13 41. On November 23, 2020, Plaintiff and Defendants participated in private mediation
14 via a Zoom video conference before Louis Marlin, Esq., who is one of the most experienced class
15 action mediators in California. After a full-day mediation and the issuance of a mediator's proposal,
16 the Parties reached a settlement.

17 42. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
18 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement,
19 shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or
20 law or liability on the claims or allegations in the Action.

21 43. Stipulation for Class Certification. For settlement purposes only, Defendants will
22 stipulate that the Settlement Class Members described herein who do not Request Exclusion from
23 the Settlement Class may be conditionally certified as a settlement class. This stipulation to
24 certification is in no way an admission that class action certification is proper and shall not be
25 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
26 Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class
27 certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing
28 on, and shall not be admissible in connection with the issue of whether or not certification would be

appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that she will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

44. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for One Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$1,850,000) (“the Settlement Amount”). The Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses, the Service Payment to the Class Representative, all Settlement Administration Costs, and payment to the LWDA for PAGA penalties. Notwithstanding the foregoing, Defendants shall separately pay their share of payroll taxes and withholdings on the portion of the Individual Settlement Amounts that is allocated and treated as wages.

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the Court, the Service Payment to the Class Representative as awarded by the Court, the Settlement Administration Costs, and payment to the LWDA for PAGA penalties. In the event that the Court reduces the attorneys’ fees, costs, expenses or Service Awards, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

(c) Individual Settlement Amounts for the Settlement Class: The Individual Settlement Amount for each Settlement Class Member will be calculated by the Settlement Administrator using the Class Data provided by Defendants as follows. Compensable workweeks will be all Weeks Worked by the Settlement Class Members during the Class Period. The dollars per compensable workweek will be calculated by dividing the total Weeks Worked by Settlement Class Members into the Net Settlement Amount to determine a per workweek value (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks Worked by each Participating Class Member during the Class Period to determine the distribution, prior to legal

1 deductions, for each Participating Class Member. If there are any timely submitted Requests for
2 Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement
3 Amounts for each Participating Class Member so that the amount actually distributed to
4 Participating Class Members equals 100% of the Net Settlement Amount.

5 (d) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts
6 will be allocated based on the allegations in the Action as follows: fifteen percent (15%) will be
7 paid as wages subject to withholding of all applicable local, state and federal taxes; and eighty five
8 percent (85%) will be paid as interest and as penalties from which no taxes will be withheld. The
9 Settlement Administrator will issue to each Settlement Class Member an Internal Revenue Service
10 Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with
11 respect to the penalties and interest allocations.

12 (e) Service Payment to Class Representative: The amount awarded to the Class
13 Representative as Service Payment will be set by the Court in its discretion, not to exceed \$10,000
14 for Rudy Garcia. Defendants agree not to oppose this request. The Service Payment to Plaintiff will
15 be paid out of the Settlement Amount. The Class Representative will be bound by a General
16 Release, set forth below, in exchange for this payment and will be issued IRS Form 1099 in
17 connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
18 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
19 Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void
20 this Stipulation. Should the Court approve a lesser amount for the Service Payment, the difference
21 shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

22 (f) Attorneys' Fees and Costs: Defendants agree to not oppose a request by Class
23 Counsel to the Court for an award of attorneys' fees of up to one-third (33.33%) of the Settlement
24 Amount, plus reasonable litigation costs not to exceed \$15,000, and provided that Class Counsel
25 submits a declaration substantiating the costs. Defendants agree not to oppose any contention by
26 Class Counsel that attorneys' fees should be based on the common fund theory. Should the Court
27 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the
28 Net Settlement Amount to be distributed to the Participating Class Members. Any Court order

1 awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
2 Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue
3 to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by
4 the Court.

5 (g) Settlement Administration Costs: The fees and other charges of the Settlement
6 Administrator will be paid from the Settlement Amount not to exceed \$20,000.

7 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA Penalties,
8 and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, \$37,500
9 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties under the Private
10 Attorney General Act of 2004 ("PAGA") and \$12,500 (25%) will be included in the Net Settlement
11 Amount, payable to the Settlement Class Members.

12 (i) Tax Liability: Class Counsel and Defendants make no representation as to the tax
13 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
14 Members are not relying on any statement or representation by Class Counsel or Defendants in this
15 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
16 responsible for the payment of any taxes and penalties assessed on their respective payments
17 described herein. Defendants, through the Settlement Administrator, shall be responsible for
18 reporting and paying the employer's share of payroll taxes (e.g. UI, ETT, Social Security and
19 Medicare taxes) which are to be paid by Defendants separately from and in addition to the Gross
20 Settlement Amount. Defendants, through the Settlement Administrator, will report each payment
21 made on the Gross Settlement Amount to government authorities including the Internal Revenue
22 Service as required by law, and it shall make all required deductions and/or withholdings.
23 Defendants, through the Settlement Administrator, will also retain the amount due for payroll taxes
24 and will pay the amounts to the pertinent government authorities in the manner and the time
25 prescribed by law. Defendants, through the Settlement Administrator, shall report payments to the
26 Internal Revenue Service (and other relevant government agencies) as wage income in the year of
27 payment on a form W-2 and as penalty and interest income on a Form 1099, as appropriate.

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1 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT
2 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
3 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
4 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
6 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
7 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
9 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
10 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
11 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
12 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
13 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
15 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
16 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
17 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
18 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
20 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
21 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
22 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
23 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
24 AGREEMENT.

25 45. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no
26 circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class
27 Members will not have to make a claim in order to receive an Individual Settlement Amount.
28 Distributions, in the form of Individual Settlement Amounts, will be made directly to each

1 Participating Class Member. As set forth in Paragraph 68 below, the Settlement Administrator shall
2 handle any unclaimed funds as a result of a Participating Class Member not cashing an Individual
3 Settlement Amount by the check cashing deadline and send uncashed checks to the State of
4 California Unclaimed Property Fund, subject to Court approval.

5 46. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
6 will so represent the same to the Court.

7 **D. Release by the Settlement Class**

8 47. Upon entry of the Final Approval Order, and except as to such rights or claims as
9 may be created by this Stipulation of Settlement, the Settlement Class (other than those who submit
10 a valid Request for Exclusion) and each member of the Settlement Class who does not timely opt-
11 out, will forever completely release and discharge the Released Parties from the Released Claims
12 for the Release Period.

13 48. Each Settlement Class Member will be deemed to have made the foregoing Release
14 as if by manually signing it.

15 49. Plaintiff and Defendants intend that the Settlement described in this Agreement will
16 release and preclude any further claim, whether by lawsuit, administrative claim or action,
17 arbitration, demand, or other action of any kind, by each and all of the Participating Class Members
18 to obtain a recovery based on, arising out of, and/or related to any and all of the Released Claims.
19 The Class Members shall be so notified in the Notice Packet. This paragraph does not apply to any
20 Class Member who timely and validly opts out of the Settlement.

21 50. The Class Representative, on behalf of himself and the Settlement Class,
22 acknowledges and agrees that the claims for unpaid wages in the Action, and untimely payment of
23 wages in the Action, are disputed, and that the payments set forth herein constitute payment of all
24 sums allegedly due to them. The Class Representative, on behalf of himself and the Settlement
25 Class, acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the
26 Parties hereto. That section provides in pertinent part as follows:

27 An employer shall not require the execution of any release of any claim or
28 right on account of wages due, or to become due, or made as an advance
on wages to be earned, unless payment of those wages has been made.

1 **E. Release by Class Representative**

2 51. As a material inducement to Defendants to enter into this Settlement Agreement,
3 Class Representative does hereby, for himself and for his respective spouses, heirs, successors,
4 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
5 personal representatives, and assigns forever and completely release and discharge the Released
6 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
7 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
8 expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary
9 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time
10 through the execution of this Stipulation, whether known or unknown, suspected or unsuspected,
11 including but not limited to all claims arising out of, based upon, or relating to Class
12 Representatives' employment with Defendants or the remuneration for or termination of such
13 employment (collectively, the "Class Representatives' Claims").

14 52. Without limiting the generality of the foregoing, Class Representative expressly
15 releases all claims or rights against Released Parties arising out of or relating to alleged violations
16 of any contracts, express or implied (including but not limited to any contract of employment); any
17 contract or covenant of good faith and fair dealing (express or implied); any tort, including any
18 claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid
19 wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and
20 alleged "off the clock" work under federal and state law, including California Labor Code Sections
21 204 and 558, waiting time penalties pursuant to California Labor Code Section 203, damages or
22 penalties pursuant to California Labor Code Section 226, meal period and rest break payments and
23 penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized
24 wage statements pursuant to California Labor Code Section 226, statutory or civil penalties
25 pursuant to California Labor Code Sections 210, unfair competition and unfair business practices
26 pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to
27 California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common
28 law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section

1 1194 et seq.; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et*
2 *seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation;
3 including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of
4 action, including but not limited to, any claim for restitution, equitable relief, interest, penalties,
5 costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional
6 distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge,"
7 "constructive discharge," and "retaliation" claims; any claims relating to any breach of public
8 policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, or
9 other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of
10 the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or
11 harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981
12 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) (equal pay); (4) Americans with
13 Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5) Family and Medical
14 Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (6) California Fair Employment and
15 Housing Act, Cal. Government Code § 12900 et seq. (discrimination or harassment in employment
16 and/or housing, including discrimination or harassment based on race, religious creed, color,
17 national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including
18 retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal.
19 Government Code § 12945.1 et seq. (family/medical leave); (8) California Labor Code, including
20 Section 1720 et seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order
21 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive
22 Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973
23 (handicap discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement
24 Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits).

25 53. Class Representative expressly waive and relinquish all rights and benefits afforded
26 by Section 1542 of the Civil Code of the State of California and do so understanding and
27 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of
28 the State of California states:

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

7 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
8 and complete release and discharge of all parties, Class Representatives and Class Counsel
9 expressly acknowledge that this Settlement Agreement is intended to include in its effect, without
10 limitation, all claims that Class Representatives knew of, as well as all claims that he does not know
11 or suspect to exist in his favor against the Released Parties, or any of them, for the time period from
12 the beginning of time to the execution of this Settlement Agreement, and that this Settlement
13 Agreement contemplates the extinguishment of any such Class Representatives' claims.

14 **F. Interim Stay of Proceedings**

15 54. Pending completion of all of the prerequisites necessary to effectuate this Settlement
16 (i.e. amend the pleadings), the Parties agree, subject to Court approval, to a stay of all proceedings
17 in the Action except such as are necessary to effectuate the Settlement.

18 **G. Notice Process**

19 55. Appointment of Settlement Administrator. The Parties have agreed to the
20 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
21 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
22 independently reviewing and verifying documentation associated with any claims or opt-out
23 requests, resolving any disputes regarding the calculation or application of the formula for
24 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
25 Participating Class Members, issuing W-2 and 1099 Tax Forms, and performing such other tasks as
26 set forth herein or as the Parties mutually agree or that the Court orders.

27 56. Disputes Regarding Settlement Administration. Any and all disputes relating to
28 administration of the Settlement by the Settlement Administrator (except for disputes regarding

1 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over
2 the terms and conditions of this Stipulation of Settlement, until Plaintiff and Defendants notify the
3 Court that all payments and obligations contemplated by this Stipulation of Settlement have been
4 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
5 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
6 Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and
7 Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid
8 pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up
9 all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate
10 government authorities.

11 57. Class Data. Within seven (7) days after entry of the Preliminary Approval Order,
12 Defendants shall provide to the Settlement Administrator on one spreadsheet a list of all Settlement
13 Class Members, including the Class Members' full names, last known addresses, telephone
14 numbers, social security numbers, and dates of employment of each Class Member during the Class
15 Period. The Settlement Administrator will run a check of the Class Members' addresses against
16 those on file with the U.S. Postal Service's National Change of Address List.

17 58. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
18 Settlement Administrator to the Settlement Class Members, by first class mail, in English and
19 Spanish, within seven (7) calendar days following the Settlement Administrator's receipt of the
20 Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to
21 obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

22 59. Returned Notice Packets. The Settlement Administrator will take steps to ensure
23 that the Notice Packet is received by all Settlement Class Members, including utilization of the
24 National Change of Address Database maintained by the United States Postal Service to review the
25 accuracy of and, if necessary, update a mailing address. Notices will be re-mailed to any Class
26 Member for whom an updated address is located within ten (10) calendar days following both the
27 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
28 Notice shall be identical to the original Notice, except that it shall notify the Class Member that the

1 exclusion (opt-out) request or objection must be returned by the later of the Notice Response
2 Deadline or fifteen (15) days after the re-mailing of the Notice Packet.

3 60. Disputes Regarding Class Data. Class Members are deemed to participate in the
4 Settlement, unless they opt-out. The Notice Packet will inform Class Members of his/her estimated
5 Individual Settlement Amount and the number of weeks he/she worked during the Class Period.
6 Class Members may dispute their Weeks Worked if they feel they worked more weeks in the Class
7 Period in California than Defendants' records show by timely submitting evidence to the Settlement
8 Administrator. Defendants' records will be presumed determinative absent reliable evidence to
9 rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted
10 by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel
11 who agree to meet and confer in good faith about the evidence to determine the Class Member's
12 actual number of workweeks and estimated Individual Settlement Amount. If Class Counsel and
13 Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement
14 Administrator to render a final decision. Class Members will have until the Notice Response
15 Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

16 61. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
17 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
18 diligence and proof of mailing with regard to the mailing of the Notice Packet.

19 62. Settlement Class Members' Rights. Each Settlement Class Member will be fully
20 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request
21 exclusion from the Settlement. The Notice Packet will inform the Settlement Class Members of the
22 Court-established deadlines for filing objections or requesting exclusion from the Settlement in
23 accordance with the following guidelines:

24 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
25 Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting a
26 "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice
27 Response Deadline. The Request for Exclusion should state:

28 ///

1 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
2 CLASS IN THE GARCIA V. CONSTRUCTION
3 INNOVATIONS GROUP ET AL. LAWSUIT. I UNDERSTAND
4 THAT IF I ASK TO BE EXCLUDED FROM THE
5 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
6 FROM THE SETTLEMENT OF THIS LAWSUIT.”

7 Any Request for Exclusion must include the full name, address, telephone number, last four
8 digits of the social security number or date of birth, and signature of the Settlement Class Member
9 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
10 Administrator at the specified address. Any such Request must be made in accordance with the
11 terms set forth in the Notice Packet. A Request for Exclusion will be timely only if postmarked by
12 the Notice Response Deadline unless the Parties otherwise agree in writing. Any Settlement Class
13 Member who timely requests exclusion in compliance with these requirements: (i) will not have
14 any rights under this Agreement, including the right to object, appeal or comment on the
15 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not
16 be bound by this Agreement, or the Judgment.

17 (b) Binding Effect on Final Settlement Class Members. Except for those
18 Settlement Class Members who exclude themselves in compliance with the procedures set forth
19 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all
20 purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement,
21 the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
22 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
23 of the Settlement.

24 (c) Objections to Settlement. Any Settlement Class Member, other than
25 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member shall
26 inform the Settlement Administrator, in writing, of his or her objection that must be postmarked by
27 the Notice Response Deadline at the address set forth in the Notice. Such objection shall include
28 the full name, address, telephone number, dates of employment with Defendants of the Objecting

1 Settlement Class Member, the case name and number, the basis for the objection, including any
2 legal support and each specific reason in support of the objection, as well as any documentation or
3 evidence in support thereof, and, if the Objecting Settlement Class Member is represented by
4 counsel, the name and address of his or her counsel. The Settlement Administrator shall provide
5 objections, if any, to Class Counsel and Defense Counsel within three (3) days of receipt, and the
6 Settlement Administrator shall attach the same to its declaration of due diligence and file with the
7 Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection
8 remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendants
9 shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or
10 her counsel related to any objections to the Settlement. Submitting an objection does not preserve
11 the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of
12 record by timely and properly intervening or filing a motion to vacate the judgment under Code of
13 Civil Procedure § 663.

14 (d) Failure to Object. Any Settlement Class Member who desires to object but
15 fails to timely submit a written objection waives any right to object and will be foreclosed from
16 making any objection to this Settlement. Any Settlement Class Member who does not timely and
17 properly become a party of record by intervening or filing a motion to vacate the judgment waives
18 any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
19 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
20 under California Code of Civil Procedure section 473, and extraordinary writs.

21 (e) Responses to Objections. Counsel for the Parties may file a response to any
22 objections submitted by Objecting Settlement Class Members at least five (5) court days before the
23 date of the Final Approval Hearing.

24 63. Settlement Class Members will have until the Notice Response Deadline to object or
25 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
26 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
27 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
28 Counsel or Defense Counsel.

1 64. Funding of the Settlement Amount. Defendants shall make a one-time deposit into
2 the QSF of the Settlement Amount, as described in Paragraph 44(a) that is necessary to make all
3 payments required under this Settlement, within seven (7) days after the Effective Date of the
4 Settlement, plus Defendants shall separately pay its share of employer payroll taxes as calculated
5 and directed by the Settlement Administrator.

6 65. Distribution of Funds. No later than seven (7) calendar days after the deposit of each
7 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
8 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service
9 Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will pay
10 itself the Settlement Administration Costs.

11 66. Deadline for Cashing Settlement Checks. Participating Class Members shall have
12 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
13 any Participating Class Member's check is not cashed within that period, the check will be void and
14 a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to
15 the State of California Unclaimed Property Fund. In the event that any settlement check is returned
16 to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will,
17 within five (5) business days of receipt of the returned settlement check, perform a skip trace to
18 locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new
19 address is located by these means, the Administrator will have ten (10) business days to re-issue the
20 check. Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement
21 Administrator will have any liability for lost or stolen settlement checks, forged signatures on
22 settlement checks, or unauthorized negotiation of settlement checks. Without limiting the
23 foregoing, in the event a Participating Class Member notifies the Settlement Administrator that he
24 or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall
25 immediately stop payment on such check. If the check in question has not been negotiated prior to
26 the stop payment order, the Settlement Administrator will issue a replacement check.

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1 **H. Duties of the Parties Prior to the Court's Approval**

2 67. Promptly after execution of this Stipulation of Settlement, Plaintiff will move the
3 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
4 accomplishing the following:

5 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement
6 should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing
7 on fees, costs and the Service Payments;

8 (b) Approving as to form and content the proposed Notice Packet, attached hereto as
9 Exhibit A;

10 (c) Directing the mailing of the Notice Packet by first class mail to the Settlement Class
11 Members;

12 (d) Preliminarily approving this Settlement; and

13 (e) Preliminarily certifying the class for purposes of this Settlement.

14 **I. Duties of the Parties Following Court's Final Approval**

15 68. In connection with the Final Approval Hearing provided for in this Stipulation of
16 Settlement, Class Counsel shall submit a proposed Final Approval Order:

17 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
18 adequate, and directing consummation of its terms and provisions;

19 (b) Approving Class Counsel's application for an award of attorneys' fees and
20 reimbursement of litigation costs and expenses, the Service Payments to the Class Representatives,
21 and the payment to the Settlement Administrator for costs of administering the settlement; and

22 (c) Entering judgment approving settlement, thereby permanently barring all Settlement
23 Class Members from prosecuting any Released Claims against any of the Released Parties.

24 **J. Voiding the Agreement**

25 69. If the Court fails or refuses to issue the Final Approval Order or fails to approve any
26 material condition of this Stipulation of Settlement which effects a fundamental change of the
27 Settlement, the entire Stipulation of Settlement shall be rendered voidable and unenforceable as to
28 all Parties herein at the option of either Party.

1 70. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have
2 no further obligations under the Settlement, including any obligation by Defendants to pay the
3 Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

4 71. If the Settlement is voided or fails for any reason, any costs incurred by the
5 Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise
6 specified in this Agreement.

7 72. Notwithstanding any other provision of this Agreement, Defendants shall retain the
8 right, in the exercise of its sole discretion, to nullify the Settlement within thirty (30) days after the
9 expiration of the opt-out period set forth above if more than five percent (5%) of the Class
10 Members opt-out of this Settlement.

11 **K. Other Terms**

12 73. Waiver. The waiver by one Party of any breach of this Agreement by another Party
13 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

14 74. Parties' Authority. The signatories hereto represent that they are fully authorized to
15 enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions
16 hereof.

17 75. News Media. The Parties agree that no party shall issue any press release to the
18 news media, or communicate in any way with any news media, concerning the settlement or
19 litigation.

20 76. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
21 accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of
22 such documents and to take such other action as may reasonably be necessary to implement the
23 terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their
24 best efforts, including all efforts contemplated by this Stipulation of Settlement and any other
25 efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation
26 of Settlement and the terms set forth herein. As soon as practicable after execution of this
27 Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants
28 and Defendants' counsel, take all necessary steps to secure the Court's preliminary and final

1 approval of the settlement, and the final entry of judgment.

2 77. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
3 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
4 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action or rights released and discharged by this Stipulation of Settlement.

6 78. No Admission. Defendants deny any and all liability to Plaintiff and/or any
7 Settlement Class Member in this Action, as to any and all causes of action that were asserted or that
8 might have been asserted in this Action. Nonetheless, Defendants wish to settle and compromise
9 the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and
10 distraction of protracted and burdensome litigation. Defendants also have taken into account the
11 uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that
12 it has asserted or could assert against Plaintiff, has determined that it is desirable and beneficial that
13 Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this
14 Agreement.

15 79. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
16 Order, nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
17 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
18 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
19 Stipulation of Settlement with the intention of avoiding further disputes and litigation with the
20 attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document,
21 and it, along with all related documents such as the notices, and motions for preliminary and final
22 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence
23 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the
24 settlement, and/or interpret or enforce this Stipulation of Settlement. The stipulation for class
25 certification as part of this Stipulation of Settlement is for settlement purposes only and if, for any
26 reason the settlement is not approved, the stipulation will be of no force or effect.

27 80. Notices. Unless otherwise specifically provided herein, all notices, demands or other
28 communications given hereunder shall be in writing and shall be deemed to have been duly given as

1 of the third business day after mailing by United States registered or certified mail, return receipt
2 requested, addressed:

3 To the Settlement Class:

4 Mehrdad Bokhour, Esq.
5 Bokhour Law Group, P.C.
6 1901 Avenue of the Stars, Suite 450
7 Los Angeles, California 90067
8 Tel: (310) 975-1493; Fax: (310) 675-0861

9 Jonathan Melmed, Esq.
10 Melmed Law Group, PC
11 181 Century Park East, Suite 850
12 Los Angeles, California 90067
13 Tel: (310) 824-3828; Fax: (310) 862-6851
14 To Defendants:

15 Terry Wills, Esq.
16 Dylan Rupchock, Esq.
17 Cook Brown LLP.
18 2407 J Street, Second Floor
19 Sacramento, California 95816
20 Tel: (916) 442-3100; Fax: (916) 442-7227

21 81. Construction. The Parties hereto agree that the terms and conditions of this
22 Stipulation of Settlement are the result of lengthy, intensive arms' length negotiations between the
23 Parties and that this Stipulation of Settlement shall not be construed in favor of or against any Party
24 by reason of the extent to which any Party or his or its counsel participated in the drafting of this
25 Stipulation of Settlement. Plaintiff and Defendants expressly waive the common-law and statutory
26 rule of construction that ambiguities should be construed against the drafter of an agreement and
27 further agree, covenant, and represent that the language in all parts of this Agreement shall be in all
28 cases construed as a whole, according to its fair meaning.

82. Captions and Interpretations. Paragraph titles or captions contained herein are
inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this
Stipulation of Settlement is contractual and not merely a recital.

///

1 83. Modification. This Stipulation of Settlement may not be changed, altered, or
2 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
3 Stipulation of Settlement may not be discharged except by performance in accordance with its
4 terms or by a writing signed by all of the Parties hereto.

5 84. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
6 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
7 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
8 Plaintiff and Defendants agree to seek the help of the Mediator to resolve any dispute they are
9 unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and
10 costs. This provision shall not apply to any legal action or other proceeding instituted by any person
11 or entity other than Plaintiff or Defendant.

12 85. Choice of Law. This Settlement Agreement shall be governed by and construed,
13 enforced and administered in accordance with the laws of the State of California, without regard to
14 its conflicts-of-law rules.

15 86. Integration Clause. This Stipulation of Settlement contains the entire agreement
16 between the Parties relating to the settlement and transaction contemplated hereby, and all prior or
17 contemporaneous agreements, understandings, representations, and statements, whether oral or
18 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
19 hereunder may be waived except in writing.

20 87. Binding On Assigns. This Stipulation of Settlement shall be binding upon and inure
21 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
22 successors and assigns.

23 88. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
24 because the members of the Settlement Class are numerous, it is impossible or impractical to have
25 each Class member execute this Stipulation of Settlement. The Notice Packet will advise all
26 Settlement Class Members of the binding nature of the release provided herein and such shall have
27 the same force and effect as if each Settlement Class Member executed this Stipulation of
28 Settlement.

1 89. Counterparts. This Stipulation of Settlement may be executed in counterparts, and
2 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
3 deemed an original, and, when taken together with other signed counterparts, shall constitute one
4 fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.
5 Electronic signatures shall have the same force and effect as an original.

6 Dated: December __, 2020

CLASS REPRESENTATIVE:

7
8 _____
9 Rudy Garcia

10 Dated: December 22, 2020

DEFENDANTS:

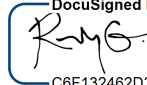
11
12 _____
13 By: J. Brock Littlejohn
14 Its: CFO

15 CONSTRUCTION INNOVATIONS GROUP, LLC,
16 REX MOORE GROUP, INC., REX SIGNATURE
17 SERVICES, LLC, REX MOORE ELECTRICAL
18 CONTRACTORS & ENGINEERING, INC.
19
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21
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5 Electronic signatures shall have the same force and effect as an original.

6 22
Dated: December ____, 2020

CLASS REPRESENTATIVE:

7 DocuSigned by:
8 
9 C6E132462D34444...
Rudy Garcia

10 Dated: December ____, 2020

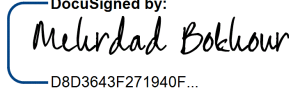
DEFENDANTS:

11
12 By: _____
13 Its: _____
14 CONSTRUCTION INNOVATIONS GROUP, LLC,
15 REX MOORE GROUP, INC., REX SIGNATURE
16 SERVICES, LLC, REX MOORE ELECTRICAL
17 CONTRACTORS & ENGINEERING, INC.
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28

APPROVED AS TO FORM

DATED: December 22, 2020

BOKHOUR LAW GROUP, P.C.

BY: 
MEHRDAD BOKHOUR
Attorneys for Plaintiff, RUDY GARCIA,
on behalf of himself and all others similarly situated

DATED: December 22, 2020

MELMED LAW GROUP PC

BY: 
JONATHAN MELMED
Attorneys for Plaintiff, RUDY GARCIA,
on behalf of himself and all others similarly situated

DATED: December __, 2020

COOK BROWN LLP

By: _____
TERRY WILLS
DYLAN RUPCHOCK
Attorneys for Defendants CONSTRUCTION
INNOVATIONS GROUP, LLC, REX MOORE
GROUP, INC., REX SIGNATURE SERVICES,
LLC, and REX MOORE ELECTRICAL
CONTRACTORS & ENGINEERING, INC

1 **APPROVED AS TO FORM**

2 DATED: December __, 2020

BOKHOUR LAW GROUP, P.C.

3

4

BY: _____
MEHRDAD BOKHOUR

5

Attorneys for Plaintiff, RUDY GARCIA,
on behalf of himself and all others similarly situated

6

7 DATED: December __, 2020

MELMED LAW GROUP PC

8

9

BY: _____
JONATHAN MELMED

10

Attorneys for Plaintiff, RUDY GARCIA,
on behalf of himself and all others similarly situated

11

12 DATED: December 23, 2020

COOK BROWN LLP

13

14

By: 
TERRY WILLS
DYLAN RUPCHOCK

15

16

17

Attorneys for Defendants CONSTRUCTION
INNOVATIONS GROUP, LLC, REX MOORE
GROUP, INC., REX SIGNATURE SERVICES,
LLC, and REX MOORE ELECTRICAL
CONTRACTORS & ENGINEERING, INC

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