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ADRIAN GOMEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ADRIAN GOMEZ, individually and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiffs,

vs.

NEXT LEVEL CONSTRUCTION SERVICES,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CVRI2000753

*Assigned for all purposes to: Hon. Harold W.
Hopp, Dept. 1*

**DECLARATION OF HEATHER DAVIS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: May 22, 2025

Hearing Time: 8:30 AM

Department: 1

Complaint filed: December 28, 2020

Trial Date: None Set

I, Heather Davis, declare as follows:

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to

1 written discovery; drafting and opposing discovery related motions; arguing discovery related
2 motions; drafting motions to consolidate related matters; interviewing putative class members
3 and obtaining declarations in connection with class certification; drafting oppositions to motions
4 for class certification; drafting motions for decertification following class certification;
5 conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the
6 likelihood of prevailing at class certification and potential damages resulting from such claims;
7 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs
8 and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. In short, I played an integral role in all aspects of litigation from the
10 inception of a matter through and beyond class certification.

11 6. During my practice in other jurisdictions and continuing today, I have been
12 primarily devoted to working in employment law and on complex class action and representative
13 litigation and multi-plaintiff work.

14 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
15 of employees against employers in California involving claims relating to violations of the
16 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
17 premiums, failure to pay meal and rest premiums, and failure to provide accurate wage records.
18 The practice of employment law is a very specific, narrow field which requires diligence in an
19 ever-evolving field of substantive and procedural law.

20 8. Although not exhaustive, below is a representative list of several of the wage and
21 hour class actions that I performed substantial work on while I was an attorney with Littler
22 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
23 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592 (San Bernardino County Superior Court class
24 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki*
25 *v. United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica,*
26 *Inc.*, 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*
27 *Coldwell Banker Residential Brokerage Co.*, BC417335 (Los Angeles County Superior Court,
28 class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA

(Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Asset Mgmt.*, BC502003 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class Action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
- *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino

County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American Arbitration Association wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Hernandez v. Access Dental Plan et al.*, 34-2017-00220944 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as

- class counsel in settlement);
- *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernadino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
 - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
 - *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group,

LLP as class counsel in settlement);

- *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement);
- *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and
- *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement).

10. I am fully familiar with the legal and factual issues in this Action, and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

11. Including myself, Protection Law Group includes eleven attorneys, all of whom actively and continuously represent plaintiffs in employment class actions and representative actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law Group have a high level of knowledge and experience in labor and employment law. Besides myself, the following attorneys at Protection Law Group expended significant time in connection with this matter:

- a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr. Nayebdadash received his Bachelor of Arts degree from University of California, Los Angeles and a Juris Doctor degree from Pepperdine University School of Law. He was admitted to practice law in California in November of 2004, and has been admitted to practice in all federal district courts in the State of California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson, P.C., the largest labor and employment law firm in the United States. In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his

1 practice on the representation of employees against employers in California. Mr.
2 Nayebedadash has extensive experience in all aspects of employment litigation,
3 with a focus on wage and hour class and representative action, including, but not
4 limited to taking and defending depositions, briefing and arguing motions,
5 preparing for class certification, negotiating complex wage and hour settlements,
6 trial and appeal.

7 b. Brendan Burton – Senior Associate at Protection Law Group, LLP. Mr. Burton
8 received his Bachelors of Arts degree from the University of San Diego and a Juris
9 Doctor degree from California Western School of Law. Mr. Burton was admitted
10 to practice in California in December 2018 and is admitted to practice law in the
11 Central District of California. Prior to joining Protection Law Group, LLP, Mr.
12 Burton’s practice focused on recovering damages for injured victims. Since
13 joining Protection Law Group, LLP, Mr. Burton’s practice has focused solely on
14 the representation of employee plaintiffs in complex wage and hour class and
15 representative actions. Mr. Burton has extensive experience briefing and arguing
16 motions, and managing written discovery.

17 c. Shadi Sahebghalam – Associate Attorney at Protection Law Group, LLP. Ms.
18 Sahebghalam received her Bachelor of Liberal Arts degree from University of
19 California, Los Angeles and a Juris Doctor degree from Pacific Coast University,
20 School of Law. Ms. Sahebghalam was admitted to practice in California in
21 April 2022 and is admitted to practice law in Eastern and Southern Districts of
22 California Federal Courts. Prior to joining Protection Law Group, LLP, Ms.
23 Sahebghalam’s practice focused on representing plaintiffs in individual
24 employment discrimination cases and wage and hour disputes in state and federal
25 court as well as arbitration. After joining Protection Law Group, LLP, Ms.
26 Sahebghalam’s practice has focused solely on the representation of employee
27 plaintiffs in complex wage and hour class and representative actions.

12. The Settlement presented here only resulted after having engaged in extensive discovery and investigation and is the product of hard-fought litigation and extensive arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable, adequate, and in the best interests of the Class, PAGA Members, and State of California.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

13. Defendant Next Level Construction Services, Inc. ("Defendant") is a full-service construction and demolition company.

14. Plaintiff Adrian Gomez worked for Defendant from approximately 2017 to approximately March 2020.

15. On November 30, 2020, Plaintiff provided notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to seek civil penalties pursuant to the Private Attorneys General Act (the "PAGA") for Defendant's violations of California wage and hour laws. A true and correct copy of Plaintiff's November 30, 2020, Notice to the LWDA is attached hereto as **Exhibit 1**.

The Action and Initial Discovery

16. On December 28, 2020, Plaintiff filed his putative class action Complaint, Riverside County Case No. CVRI2000753 ("Action"), alleging the following eight (8) causes of action against Defendant Next Level Construction Services, Inc.: (1) Violation Of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation Of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation Of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation Of California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation Of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation Of California Labor Code § 226(a) (Failure To Provide Accurate Wage Statements); (7) Violation Of California Labor Code §§ 2800 and 2802 (Failure To Reimburse Expenses); and (8) Violation Of California Business and Professions Code § 17200, *et seq.*

17. After more than sixty-five (65) days since the mailing for Plaintiff's PAGA Notice Letter and the LWDA not having indicated that it intended to investigate the violations discussed

1 in the PAGA Notice Letter, on February 4, 2021, Plaintiff filed a First Amended Class and
2 Representative Action Complaint, adding a ninth (9th) cause of action for civil penalties pursuant
3 to PAGA against Defendant.

4 18. On March 19, 2021, Defendant filed its Answer to Plaintiff's First Amended
5 Complaint.

6 19. On or about June 8, 2021, Plaintiff served initial discovery on Defendant,
7 consisting of (i) Form Interrogatories – General, Set One; (ii) Special Interrogatories, Set One;
8 (iii) Demand for Production of Documents, Set One; (iv) a sample *Belaire-West* Notice for the
9 Parties to meet and confer about; and (v) a Deposition Notice for Defendant's Person Most
10 Qualified.

11 20. On November 17, 2021, Defendant served its Responses to Plaintiff's Form
12 Interrogatories, Special Interrogatories, and Demand for Production of Documents.

13 *The Parties' Mediation and Coordination Efforts*

14 21. While discovery was underway, the Parties continued to extensively meet and
15 confer regarding the claims, defenses, and merits of the case. After extensive meeting and
16 conferring on the discovery issues, the Parties met and conferred regarding attending private
17 mediation and agreed to staying formal discovery. The Parties agreed to attend global mediation
18 for the Action with Lynn Frank, Esq., a mediator with substantial experience handling wage-and-
19 hour matters. The Parties agreed to a mediation date of September 27, 2022.

20 22. Unfortunately, Defendant became unavailable to attend the September 27, 2022,
21 mediation with Lynn Frank, Esq. However, Defendant continued to represent its willingness to
22 go to mediation. Thereafter, the Parties met and conferred and agreed to attend private mediation
23 with Paul Grossman, Esq., another mediator with substantial experience handling wage-and-hour
24 matters. The Parties also agreed to continue the informal stay of the case pending mediation. The
25 Parties initially selected a date of February 28, 2023.

26 23. Mr. Grossman's office became unavailable for the February 28, 2023, mediation.
27 Thereafter, the Parties agreed to a new mediation date with Paul Grossman, Esq., for March 31,
28 2023. The Parties continued to extensively meet and confer over the *Belaire-West* Notice issue,

as well as other aspects of the case. The Parties thereafter agreed to reduce this agreement to writing in the form of a Joint Stipulation.

24. On March 13, 2023, the Parties executed and filed a Joint Stipulation Regarding Discovery and Mediation.

Mediation and Moving for Preliminary Approval

25. In advance of mediation, Defendant provided Plaintiff's Counsel with extensive informal discovery including all relevant policies and handbooks in place during the Class Period, which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the payment of wages and other relevant areas of investigation, a randomly selected 20% sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition. The randomly-selected 20% sampling included records for putative class members who were employed throughout different time periods during the Class Period, that is representative of the Class. With this data for the Class, Plaintiff's Counsel were able to perform a comprehensive damages analysis and estimate Defendant's potential violations, liability, and exposure, including, and not limited to, analyzing time and pay data, considering potential meal period violations, potential rest period violations, potential synthetic meal period recordings, unpaid and rest period premiums, rounding, overtime and premium payments, etc. This discovery and investigation allowed Plaintiff's Counsel to perform a comprehensive damages analysis and estimate Defendant's potential liability.

26. After extensive review of the mediation documents and other information, on March 31, 2023, the Parties attended a full-day mediation.

27. At the March 31, 2023, mediation, Defendant represented to Plaintiff that it was undergoing significant financial difficulties that would impact its ability to fund a class-wide judgment and potentially proceed with litigation; Defendant represented it would not be able to fund a settlement beyond the range contemplated by the Parties without it being destructive to the business. Defendant provided financial records to Plaintiff who then provided them to an outside financial expert to confirm Defendant's representations.

28. At the mediation, the Parties engaged in intensive settlement discussions during

1 which they debated their respective positions and exchanged views regarding the strengths and
2 weaknesses of the alleged claims, but despite the help of the mediator were unable to reach an
3 agreement. A mediator's proposal was issued to both Parties. Thereafter, the Parties agreed to
4 continue settlement negotiations and agreed to extend the terms of their mediation stipulation by
5 an additional thirty (30) days while the Parties continued their negotiations.

6 29. On May 8, 2023, pursuant to the Parties' mediation stipulation, the *Belaire-West*
7 Notice was mailed to the Putative Class Members.

8 30. Following the March 31, 2023, mediation, the Parties undertook the arduous
9 process of exchanging and evaluating additional information and continued settlement
10 discussions through the mediator and were eventually able to reach an agreement to settle the
11 matter. The Parties accepted a mediator's proposal to resolve this dispute on a class and
12 representative basis for a Gross Settlement Amount of \$140,000.00.

13 31. Thereafter, the Parties worked diligently to negotiate and memorialize the terms
14 of a long form settlement agreement. On April 9, 2024, after further discussions and several
15 revisions to the agreement, the Parties entered into a fully executed Joint Stipulation of Class
16 Action and PAGA Settlement and Release of Claims. Attached hereto as **Exhibit 2** is a true and
17 correct copy of the fully-executed Joint Stipulation. 3

18 32. Pursuant to California Labor Code § 2699(1)(2), a copy of the proposed Joint
19 Stipulation of Class Action and PAGA Settlement, as well as information regarding the
20 preliminary approval hearing on this matter, were submitted to the LWDA via online filing at
21 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> on
22 April 19, 2024.

23 33. On September 16, 2024, the Court issued a tentative ruling granting Plaintiffs'
24 Motion for Preliminary Approval of Class Action and PAGA Settlement.

25 34. At the September 17, 2024, hearing on Plaintiffs' Motion for Preliminary
26 Approval, the Court found on a preliminary basis that the settlement was fair, reasonable, and
27
28

adequate.¹

35. Now, following significant investigation into the alleged claims, Notice to the Class Members, and lengthy settlement discussions, Plaintiffs hereby moves for final approval of the proposed Settlement Agreement and have notified the LWDA of the proposed Agreement.

REASONABLENESS OF THE TERMS OF THE SETTLEMENT

36. Plaintiffs seek final approval of a Class and PAGA Settlement with Defendants. The Settlement provides for: (1) a Gross Settlement Amount of \$140,000.00; (2) Class Counsel Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, \$49,000.00); (3) actual litigation costs and expenses incurred by Class Counsel in the amount of \$30,819.63; (4) payment of \$15,000.00 in PAGA penalties including \$11,250.00 to the LWDA and \$3,750.00 to employees who worked during the PAGA Period; (5) payment of \$8,750.00 to the Settlement Administrator; and (6) the requested Class Representative Enhancement Awards in the amount of \$7,500.00 to Plaintiff Adrian Gomez. The result is a Net Settlement Amount (“NSA”) of \$28,930.37 which will be distributed to a Settlement Class consisting of approximately 275 participating individuals who worked for Defendants as a non-exempt employee, in the state of California, at any time between December 28, 2016, and September 6, 2023.

37. The preliminarily approved settlement is the result of intense and hotly contested litigation between the Parties. The Parties engaged in extensive formal and informal discovery and investigations in the Action. Indeed, prior to settlement of this matter, Class Counsel spent a substantial amount of time researching and investigating the claims in the Action. This included legal research regarding the applicable Labor Code Sections, reviewing and analyzing the Class Members’ time and pay records, as well as their relevant employment policies, practices, and procedures. Class Counsel conducted substantial investigation into the alleged claims for Plaintiffs as well as potential complicating factors to bringing these claims to trial. Prior to mediation, Class Counsel conducted a class-wide assessment and analysis of potential damages.

¹ The Court signed the Order granting Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement on October 17, 2024.

1 This analysis and extensive investigations permitted Class Counsel to effectively and intelligently
2 negotiate the Settlement.

3 38. Reaching an agreement in the Action was not easy. The relationship between the
4 Parties was adversarial and at many points during the litigation settlement seemed unlikely.
5 Indeed, the Parties engaged in mediation with Paul Grossman, Esq., a highly respected mediator
6 with particular experience in wage and hour class actions. During the mediation, the Parties
7 engaged in extensive settlement negotiations with each other and with the mediator. The
8 settlement negotiations were at arms' length and, although conducted in a professional manner,
9 were adversarial.

10 39. Defendant at all times maintained that it had complied with California wage and
11 hour laws. Similarly, Plaintiffs were prepared to vigorously litigate the dispute including through
12 class certification and trial and were actively planning to proceed with the discovery necessary to
13 obtain class certification and prove these claims in the event a settlement could not be reached.
14 Defendants also raised potential defenses and other circumstances that impacted the risk of
15 proceeding on a class-wide basis. The proposed Settlement was reached at the end of a process
16 that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their
17 respective positions throughout the mediation process and with the help of the mediator the Parties
18 were able to reach an agreement to resolve these claims.

19 40. Class Counsel conducted formal and informal discovery and investigation in this
20 matter. Prior to mediation Defendants produced all written policies, time and payroll records for
21 the Class, and other relevant documents and data points that allowed Plaintiffs to conduct a class-
22 wide analysis of Defendants' potential damages. Class Counsel thoroughly reviewed this
23 discovery and conducted a class-wide assessment and analysis of Defendants' potential damages
24 based on the documents and information provided. The Parties extensively briefed these issues
25 and provided their analyses to the mediator for his consideration. This investigation allowed Class
26 Counsel to act intelligently in negotiating the settlement.

27 41. Based on my experience, and as discussed extensively in Plaintiffs' motion for
28 preliminary approval, I believe this Settlement represents a fair and reasonable compromise of

the Class’s claims against Defendants. Defendants vigorously contested their liability and raised defenses regarding both the manageability of these claims at trial and the merits of the individual claims. This included arguments regarding the potential for individualized issues with respect to Plaintiffs’ meal period claims, rest period claims, and claims regarding off-the-clock work.

42. Based on my experience litigating similar and complex matters and the history of this litigation, I would reasonably expect a vigorous and lengthy defense to both class certification and merits absent a settlement with substantial risk that Class Members could be forced to wait years and incur additional costs for the same or possibly worse result. The substantial economic uncertainty of businesses during the COVID-19 pandemic only highlights the value of such a guaranteed result.

43. To date, no member of the Settlement Class has filed an objection and only one (1) member filed a Request for Exclusion of the Settlement.

44. Accordingly, the factors assessed by Class Counsel both here and in the motion for preliminary approval, strongly support the conclusion that the settlement is not only presumed fair but is reasonable.

THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION

(CMO H.5.(a)-(d))

45. The Settlement Administrator for this matter is Phoenix Settlement Administrators (“Settlement Administrator”) as approved by the Court.

46. My office provided the Settlement Administrator with the Court-approved text for the Class Notice on February 6, 2025. The Class Notice included the formula for determining the estimated sum to be paid to each individual from the Net Settlement and stated each Class Members’ estimated Individual Settlement Payment.

47. On February 13, 2025, Notice Packets were mailed to all 275 Class Members in English and Spanish. Phoenix Decl. ¶5; Ex. A.

48. Initially, thirty-two (32) Notice Packets were returned to the Settlement Administrator. None of the thirty-two (32) returned Notice Packets included a forwarding address. The Settlement Administrator performed a skip trace on these thirty-two (32) Notice

Packets. As a result of the skip trace, twenty-nine (29) updated addresses were obtained, and the Notice Packets were promptly re-mailed to those Settlement Class Members. Specifically, twenty-nine (29) were re-mailed as a result of the Settlement Administrator's skip tracing efforts. In sum, twenty-nine (29) Notice Packets were re-mailed thus resulting in three (3) undeliverable Notices. Phoenix Decl. ¶¶6-7.

49. To date, there have been zero (0) objections to the Settlement, one (1) request for exclusion, and zero (0) disputes. The deadline for Class Members to submit workweek disputes, request exclusion from, or object to the Settlement expired on April 14, 2025. Phoenix Decl. ¶¶8-10.

50. According to the terms of the Settlement Agreement, within thirty (30) calendar days of the Effective Date, Defendant will deposit Fifty Percent (50%) of the Gross Settlement Amount within fourteen (14) calendar days of the Effective Date, Defendant will deposit Fifty Percent (50%) of the Gross Settlement Amount (i.e., \$70,000.00) into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. The remaining Fifty Percent (50%) of the Gross Settlement Amount (i.e., \$70,000.00) will be paid to the QSF twelve (12) months after the Effective Date. Defendant may deposit the Gross Settlement Amount into the QSF at any time prior to the above referenced deadlines. *See Settlement Agreement* ¶60.

51. Within fourteen (14) calendar days after Defendant completes funding of the Gross Settlement Amount into the QSF (i.e., 12 months and 14 days after the Effective Date), the Settlement Administrator will mail checks for: (a) the Individual Class Payments; (b) the Individual PAGA Payments and the LWDA PAGA Payment; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and Costs Payment; and (e) Settlement Administration Costs. Disbursement of the Class Counsel Fees and Costs Payment and the Class Representative Enhancement Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. *See Settlement Agreement* ¶61.

CLASS COUNSEL FEES

(CMO H.3.)

52. Class Counsel seeks attorneys' fees in the amount of \$49,000.00, which is thirty-

1 five percent (35%) of the Gross Settlement Amount. The percentage award of the attorneys' fees
2 is commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a
3 contingency basis, knowing that there would likely be a long battle with the premier defense
4 firms; (2) the time, effort and expense dedicated to the case; (3) the skill and determination this
5 case has required; (4) the results have achieved throughout the litigation; and (5) the value of the
6 settlement achieved for Class Members, Aggrieved Employees, and the State of California.

7 53. Protection Law Group, LLP is a small law firm specifically devoted to the
8 representation of employees against employers in California involving claims relating to
9 violations of the California Labor Code, including claims for failure to pay all wages owed, failure
10 to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate
11 wage records. The practice of employment law is a very specific, narrow field which requires
12 diligence in an ever-evolving field of substantive and procedural law. Class Counsel have devoted
13 significant time and attention to this matter on a contingent basis. The significant time and
14 attention spent on this matter was time we could not spend on other cases or clients.

15 54. As discussed above, my office undertook extensive investigation, analysis, and
16 research prior to filing the lawsuits, during litigation, mediation, and after the mediation. This
17 included attending client meetings; attending hearings with the Court; extensively meeting and
18 conferring with Defendant's Counsels on various issues; and conducting legal research on
19 unanticipated and remote legal defenses. Then, in advance of the mediation, Class Counsel
20 reviewed and analyzed extensive time and payroll data. Indeed, Class Counsel analyzed numerous
21 documents and pages of time and payroll data. Further, Class Counsel participated in case strategy
22 and analysis, drafting, reviewing, revising pleadings, meeting and conferring with Defendant, and
23 preparing for and attending mediations. Class Counsel participated in extensive negotiations at
24 mediation and then spent substantial time drafting and revising the Class Action and PAGA
25 Settlement Agreement. A settlement was achieved despite all of the obstacles that had to be
26 overcome, because Class Counsel used their complex wage-and-hour litigation experience and
27 skills to obtain the Settlement.

28 55. In addition to the time and effort required, this matter also required substantial skill

1 to litigate. Defendant also retained well-respected counsel and denied liability. Defendant and its
2 counsel felt very strongly about their ability to ultimately prevail in the Action and mounted
3 several defenses that posed significant threats to class certification and the manageability of the
4 Action at trial, challenged the theories of Class Counsel, and posed problems moving forward.
5 Class Counsel also were required to contend with the challenge of reviewing and analyzing
6 substantial amounts of class data in order to determine Defendant's underlying practices.

7 56. There were also substantial risks with respect to this matter that Class Counsel was
8 required to evaluate and overcome before reaching a successful settlement. For instance,
9 Defendant raised issues with Plaintiff's meal period claims. Although Plaintiff maintains that
10 Defendant maintained unlawful meal period policies and practices, Defendant argued its policies
11 and practices were lawful. Class Counsel had to consider that the Court could find validity to this
12 individualized proof defense.

13 57. Defendant also challenged Plaintiff's ability to sufficiently prove the alleged rest
14 period violations as Defendant was not required to record these breaks. Based on Class Counsel's
15 discovery and investigation, Class Counsel believes Defendant failed to permit employees to be
16 relieved for their rest period. However, Defendant claimed that it allowed employees to take their
17 state mandated rest periods and that their practices comply with California law. Given the lack of
18 records demonstrating rest period violations, there were legitimate concerns that Plaintiffs would
19 not be able to certify these claims or prove substantial damages even assuming a uniform practice
20 could be established.

21 58. Plaintiff would also face challenges certifying and proving liability for his
22 minimum wage and overtime claims. These claims were largely based on unrecorded, off-the-
23 clock work performed by the Class Members both before and after their shift and as the result of
24 timekeeping errors by Defendant. While Class Counsel believes a uniform and systemic practice
25 could be established regarding these time edits, this claim was not certain and would be an
26 extremely complex and hotly disputed issue. Plaintiff would also require substantial evidence to
27 establish a pattern and practice that pressured employees to work off-the-clock and the
28 individualized nature of such damages presented legitimate concerns regarding the manageability

1 of the cases.

2 59. There were also substantial risks to evaluate associated with Plaintiff's waiting
3 time penalties and wage statement claims as these claims are derivative of Plaintiff's previous
4 claims and if certification was denied on those underlying claims, these claims would also likely
5 fail. Even if Plaintiff prevailed on his underlying off-the clock claims, he would still be required
6 to demonstrate that Defendant's violations of Labor Code section 203 were willful violations, a
7 difficult prospect.

8 60. Additionally, this case was litigated on a contingent basis. Had Class Counsel not
9 been successful the time devoted to this matter would have been for naught and Class Counsel
10 would not have received any fee or any reimbursement for any of the expenses incurred on behalf
11 of the Class. Class Counsel has borne all the risks and costs of litigation and will not receive any
12 compensation until recovery is obtained in this case. The COVID-19 crisis and resulting economic
13 uncertainty only highlights the substantial risk imposed in taking this type of case on a contingent
14 basis. Circumstances can arise swiftly and for reasons beyond any parties' control. Class Counsel
15 could have invested years of time and effort, and they could ultimately have received no
16 compensation for it. This risk is a relevant factor when considering the reasonableness of Class
17 Counsel's requested fee.

18 61. Plaintiff agreed to a fee of thirty-five percent (35%), and to date, this has not been
19 objected to by any member of the Class. I am aware that the common and acceptable rate for
20 representation in wage-and-hour class action litigation is normally twenty-five (25) to thirty-five
21 (35) percent. A fee of thirty-three and thirty-five percent (35%) is appropriate here because of the
22 excellent result achieved for the class despite the substantial risks described above including the
23 risk that the Class Members could recover nothing at all.

24 62. While the requested fee is a proper and commonly requested percentage of the
25 common fund, the fee request is also justified under a simple lodestar analysis.

26 63. Including myself, Protection Law Group includes twelve (12) attorneys, all of
27 whom actively and continuously represent plaintiffs in employment class actions and
28 representative actions, in Superior Courts throughout the State of California, in the Court of

1 Appeal, and in various Federal courts. Because of the unique history and nature of our practice,
2 all of the attorneys at Protection Law Group have a high level of knowledge and experience in
3 labor and employment law. Besides myself, the following attorneys at Protection Law Group
4 worked on this matter:

5 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
6 Nayebdadash received his Bachelor of Arts degree from University of California,
7 Los Angeles in 1998 and a Juris Doctor degree from Pepperdine University School
8 of Law in 2003. He was admitted to practice law in California in November of
9 2004 and has been admitted to practice in all federal district courts in the State of
10 California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash
11 worked at Littler Mendelson, P.C., the largest labor and employment law firm in
12 the United States. In 2013, Mr. Nayebdadash and I founded Protection Law Group
13 LLP. Since the inception of Protection of Law Group, LLP, Mr. Nayebdadash has
14 focused his practice on the representation of employees against employers in
15 California. Mr. Nayebdadash has extensive experience in all aspects of
16 employment litigation, with a focus on wage and hour class and representative
17 action, including, but not limited to taking and defending depositions, briefing and
18 arguing motions, preparing for class certification, negotiating complex wage and
19 hour settlements, trial and appeal.

20 b. Brendan J. Burton - Senior Associate at Protection Law Group, LLP. Mr. Burton
21 received his Bachelor of Arts degree from the University of San Diego and a Juris
22 Doctor degree from California Western School of Law. Mr. Burton was
23 admitted to practice in California in December 2018 and is admitted to practice
24 law in all California Federal Courts and United States Court of Appeals for the Ninth
25 Circuit. Prior to joining Protection Law Group, LLP, Mr. Burton's practice
26 focused on recovering damages for injured victims. Since joining Protection Law
27 Group, LLP, Mr. Burton's practice has focused solely on the representation
28 of employee plaintiffs in complex wage and hour class and representative actions.

1 Mr. Burton has extensive experience briefing and arguing motions, and
2 managing written discovery.

- 3 c. Shadi Sahebghalam - Associate Attorney at Protection Law Group, LLP. Ms.
4 Sahebghalam received her Bachelor of Liberal Arts degree from University of
5 California, Los Angeles and a Juris Doctor degree from Pacific Coast University,
6 School of Law. Ms. Sahebghalam was admitted to practice in California in
7 April 2022 and is admitted to practice law in Eastern and Southern Districts of
8 California Federal Courts. Prior to joining Protection Law Group, LLP, Ms.
9 Sahebghalam's practice focused on representing plaintiffs in individual
10 employment discrimination cases and wage and hour disputes in state and federal
11 court as well as arbitration. After joining Protection Law Group, LLP, Ms.
12 Sahebghalam's practice has focused solely on the representation of employee
13 plaintiffs in complex wage and hour class and representative actions.

14 64. My current billing rate and the actual rate I charge clients on an hourly basis is
15 \$875 per hour. My partner, Amir Nayebdadash's current billing rate during and the actual rate he
16 charges clients on an hourly basis is \$800 per hour. Brendan J. Burton's current billing rate during
17 and the actual rate he charges clients on an hourly basis is \$550 per hour. Shadi Sahebghalam's
18 current billing rate during and the actual rate she charges clients on an hourly basis is \$375 per
19 hour. While the overwhelming majority of my firm's practice is contingency-based, this is the
20 actual rate we charge billing clients if retained on an hourly basis to handle employment-law
21 related issues.

22 65. Based on my familiarity with prevailing market rates for work of similar
23 complexity in California, including my extensive involvement in fee application work on my own
24 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market
25 rate for work of similar complexity performed by attorneys of similar skill and experience. I have
26 extensive knowledge of the prevailing hourly rates in the community for work of similar nature
27 and complexity to the work in this case. My experience and knowledge in this regard comes from
28 a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my

familiarity with fee application orders in other cases; and (c) my independent research and knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity with rates charged in other law firms; and (d) my independent reading and research regarding law firm billing rates.

66. As such, it is my opinion that our requested hourly rates of \$875 for myself, \$800 for Mr. Nayebeddash, \$550 for Mr. Burton, and \$375 for Ms. Sahebghalam, and the use of a blended rate of at least \$650.00 for Protection Law Group based on the work performed in this matter is well within the range of a reasonable rates for attorneys of our skill, knowledge, experience, and ability.

67. Protection Law Group has spent a total of 342.10 hours on the Action. Applying a blended rate of \$650.00 per hour, this results in a total lodestar value of \$222,365.00 for Protection Law Group. This amount actually exceeds the attorney fees of \$49,000.00 requested by Protection Law Group in this matter, resulting in a negative multiplier. Attached hereto as **Exhibit 3** is a time and task sheet detailing the estimated hours spent on the different tasks associated with this Action.

68. This settlement represents an outstanding result at the conclusion of hotly contested litigation. The settlement provides Class Members an average payment of approximately \$86.24 and a high payment of \$698.17. In Class Counsel's view, these amounts equal or exceed many of the payments achieved in similar litigation. While each matter faces its own unique challenges and circumstances that can make direct comparison difficult, the overwhelming value obtained for the Class here demonstrates the outstanding results obtained and should be an important factor in the Court's decision to approve the requested multiplier and ultimately Class Counsel's requested fee.

69. Also, as noted above, this case was litigated on a contingent basis, meaning that my office bore all the risks should this matter have failed and still bears the risk the risk of taking whatever actions are necessary if Defendant fail to pay. This risk is particularly acute in light of the broad economic uncertainty facing many businesses as a result of the COVID-19 pandemic and the broad economic uncertainty faced by all employers during this challenging time. Class

1 Counsel took on the risk that they could ultimately recover nothing from the litigation if they were
2 unsuccessful or if the organization experienced the financial difficulties faced by so many
3 organizations. These increased risks were real, challenging, and significantly increased the
4 contingent risk associated with this matter.

5 70. This matter precluded other work that my firm may have taken on. My office
6 committed substantial time and resources to litigating these cases that were unable to be directed
7 elsewhere.

8 71. Further, despite being litigated on a contingent basis, this matter was very risky
9 and involved analysis and investigation regarding complex questions surrounding class
10 certification, required substantial investigation and complex data analysis to determine
11 Defendant's underlying practices.

12 72. Given the complex nature of these claims and daunting legal challenges, I believe
13 there are very few law firms who could have obtained the settlement obtained here by Class
14 Counsel. Class Counsel has devoted themselves to pursuing and understanding these types of
15 cases and were able litigate this matter despite risks that may have dissuaded other counsel from
16 pursuing these cases.

17 73. I believe that the efforts of Class Counsel have resulted in substantial benefits to
18 the Settlement Class, in the form of a substantial settlement fund established to compensate Class
19 Members for Defendant's wage and hour violations. Through the efforts of Class Counsel and
20 Plaintiff in this Action, a fair and reasonable resolution has been reached that includes a non-
21 reversionary settlement payment by Defendant of \$140,000.00. I am informed and believe that,
22 without the efforts of my office, the Labor Code and Wage Order violations alleged in the
23 Complaint would have gone completely unremedied. The \$49,000.00 in fees provided for in the
24 Settlement is therefore reasonable given the result achieved.

25 **CLASS COUNSELS' COSTS**

26 ***(CMO H.4.)***

27 74. To date, Class Counsel has borne all risks and costs of litigation and will not
28 receive any compensation until recovery is obtained by Plaintiffs and the members of the

1 Settlement Class. Protection Law Group has incurred \$30,519.63 to date. I anticipate and would
2 request the Court approve an additional \$300.00 in future costs associated with the filing of this
3 motion, filing the final report and other costs necessary to fully resolve the Action. This is a
4 conservative estimate based on my prior experience regarding the costs incurred as part of the
5 final approval process. These costs were necessary for the resolution of the Action, and I would
6 request that the Court award Protection Law Group, LLP \$30,819.63 to cover the costs and
7 expenses associated with this litigation. The requested reimbursement of \$30,819.63 is \$4,180.37
8 less than the \$35,000.00 earmarked toward costs in the Settlement Agreement. These savings will
9 be distributed to the Class. Attached hereto as **Exhibit 4** is a costs sheet detailing the various costs
10 incurred by Protection Law Group associated with this Action as of April 23, 2025.

11 **PLAINTIFFS' CLASS REPRESENTATIVE ENHANCEMENT AWARD**

12 ***(CMO H.2.(a)-(e))***

13 75. Here, the requested \$7,500.00 Class Representative Enhancement Awards to
14 Plaintiff Adrian Gomez is justified. It is very common in my experience for Class and PAGA
15 Representatives to recover approximately \$7,500.00 as an enhancement/service award. Here, the
16 amount is justified because of the extensive time Plaintiff spent and the assistance they provided
17 to Class Counsel.

18 76. Plaintiff has been intimately involved in the prosecution of the Action and served
19 as an indispensable resource to Class Counsel. Plaintiff have taken actions throughout the
20 litigation to protect the interests of those they now represent. Plaintiff provided valuable
21 information regarding allegations and kept himself informed of the developments in the Action
22 and participated in decisions concerning the Action. The information and documentation provided
23 by Plaintiff was instrumental in establishing the wage and hour violations alleged in the Action,
24 and the recovery provided for in the Settlement Agreement would have been impossible to obtain
25 without their participation.

26 77. Moreover, Plaintiff faced actual risks with his future employment and new career
27 by putting themselves on public record in an employment lawsuit. As this Court is aware,
28 prospective employers conduct searches on job applicants. One type of search is to learn about

1 applicants' litigation history. These searches are easy to run on the internet and relatively
2 inexpensive. Plaintiff also faced the potential imposition of costs if the lawsuit was unsuccessful.

3 78. As a result of Plaintiff's actions, 274 employees have the opportunity to participate
4 in a settlement, reimbursing them for wage violations they may have never known about or been
5 willing to pursue on their own. If these Class Members would have each tried to pursue their legal
6 remedies on their own, that would have resulted in each having to expend a significant amount of
7 their own monetary resources and time, which were obviated by Plaintiff putting himself on the
8 line on behalf of these other Class Members.

9 79. As such, Plaintiff did more than simply lend his name for the lawsuit, and Class
10 Counsel believes he deserves the requested Class Representative Enhancement Award.

11 **PAYMENT TO THE SETTLEMENT ADMINISTRATOR**

12 ***(CMO H.5.(a)-(d))***

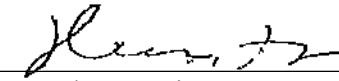
13 80. The Settlement Agreement calls for the award of up to \$8,750.00 to the Settlement
14 Administrator, Phoenix Class Action Administrators ("Phoenix"), for the costs associated with
15 administration of the settlement. The Settlement Administrator is a necessary third-party who has
16 performed substantial services on behalf of the putative class including sending the notice and the
17 administration of future settlement payments. Accordingly, I would request that the Court award
18 Phoenix Class Action Administration Solutions \$8,750.00 for the services performed in this
19 Action. *See* Declaration of Lluvia Islas of Phoenix Settlement Administrators in Support of
20 Motion for Final Approval of Class Action and PAGA Settlement ("Phoenix Decl.").

21 **NOTICE TO THE LWDA**

22 81. On April 23, 2025, my office submitted a copy of the fully executed Joint
23 Stipulation of Class Action and PAGA Settlement, as well as information regarding the final
24 approval hearing on this matter, to the California Labor Workforce Development Agency via
25 online filing at [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
26 [General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html). A true and correct copy of an email confirming submission of the Settlement
27 to the LWDA on April 23, 2025, is attached hereto as **Exhibit 5**.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on April 23, 2025

4 

5 _____
6 Heather Davis
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EXHIBIT 1



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VIA ONLINE FILING

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfiling@dir.ca.gov
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Adrian Gomez v. Next Level Construction Services

Dear Representative:

This office represents Adrian Gomez ("**Mr. Gomez**") with respect to his claims under the California Labor Code against Next Level Construction Services, Inc. ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer has employed Mr. Gomez since approximately February 2017 as an hourly, non-exempt employee. During his employment with Employer, Mr. Gomez was employed as a Laborer at Employer's location at 27705 Commerce Center Dr., Temecula, California 92590. Employer is a full-service construction and demolition company.

Mr. Gomez intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Gomez is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Gomez's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 16. The claims made on behalf of Mr. Gomez and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Gomez and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employer regularly required Mr. Gomez and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Gomez and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work during purported meal breaks; (2) perform work before clocking in for the start of their shift and (3) perform work after clocking out for the end of their shift. Mr. Gomez and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Gomez and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Gomez and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Gomez and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. Gomez and Aggrieved Employees, which resulted in a failure to pay Mr. Gomez and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Mr. Gomez and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Gomez and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 16 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Gomez and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph 18(A) of IWC Wage Order No. 16; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Gomez and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Gomez and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Gomez and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Gomez and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Gomez and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.



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Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Gomez and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Gomez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Gomez and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Gomez and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Gomez and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Gomez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Gomez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 16 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph 18(A) of IWC Wage Order No. 16; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Gomez and Aggrieved Employees take legally-compliant 10-minute periods. Employer required Mr. Gomez and Aggrieved Employees to work through rest periods. Mr. Gomez and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Gomez and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted, cut short or combined with meal periods. Moreover, Mr. Gomez and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and



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prevented Mr. Gomez and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Gomez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Gomez and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Gomez and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Gomez and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Gomez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Gomez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 16 and California Labor Code sections 226.7(a), and 1198.

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph 18(A) of IWC Wage Order No. 16 ; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Gomez and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Gomez and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the correct rates of



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pay, and meal and rest premiums owed. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Gomez and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 16 and California Labor Code sections 1198.5 and 1174(d).

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph 18(A) of IWC Wage Order No. 16; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Gomez and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to use of personal tools to complete his duties, use of personal cell phone to receive and call co-workers and supervisors, work boots, wear & tear and fuel for use of personal automobile to drive between worksites.

Accordingly, Employer violated IWC Order No. 16 and California Labor Code sections 2800 and 2802.

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph 18(A) of IWC Wage Order No. 16; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Gomez and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Gomez and Aggrieved Employees to work off-the-clock without compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Gomez and Aggrieved Employees for all straight time wage, minimum wages and overtime



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November 30, 2020
Page 6 of 6

compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Gomez and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Gomez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

9. FAILURE TO PROVIDE POTABLE WATER AND HAND WASHING MATERIALS

Pursuant to Labor Code section 1198 "... the standard conditions of labor fixed by the commission ... shall be ... the standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." IWC Wage Order No. 16, paragraph 10(c) requires employers to provide an adequate supply of potable water. Employer failed to provide Mr. Velasco and Aggrieved Employees with potable water. Accordingly, Employer violated Labor Code section 1198 and IWC Order No. 16.

Mr. Velasco and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 16; and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Gomez may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Amir Nayebdadash', is written over a horizontal line.

Amir Nayebdadash

Notice provided to Employer via Certified Mail (7019 1120 0002 3020 3391)

Next Level Construction Services, Inc.
27705 COMMERCE CTR DR
TEMECULA CA 92590

Notice provided to Employer via Certified Mail (7019 1120 0002 3020 3407)

CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Sugheiy Gonzalez](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Monday, November 30, 2020 4:04:51 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-813955-20

Order Number: ORD-000089473

Total:\$75.00

Card Type: Master Card

Date: 11/30/2020

Billing Information

Name: Amir Nayebdadash

Email: sugheiy@protectionlawgroup.com

Billing Address:

136 Main Street, Suite A, Suite A

El Segundo, California

90245

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EXHIBIT 2

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Attorneys for NEXT LEVEL CONSTRUCTION SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ADRIAN GOMEZ, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

NEXT LEVEL CONSTRUCTION
SERVICES, INC. a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2000753

*Assigned for All Purposes to: Hon. Harold W.
Hopp, Dept. 1*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

Complaint Filed: December 28, 2020
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement” or “Agreement”) is entered into by and between Plaintiff Adrian Gomez, individually and on behalf of all class members and aggrieved employees, and Defendant Next Level Construction Services, Inc. Plaintiff and Defendant are collectively referred to herein as the “Parties.”

DEFINITIONS

The following definitions are applicable to this Settlement Agreement, in addition to other terms defined elsewhere in the Agreement:

1. “Action” means the court action *Adrian Gomez, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, v. Next Level Construction Services, Inc., et al., Defendant*, Case No. CVRI2000753, pending before the Riverside County Superior Court.

2. “Class” or “Class Member(s)” or “Settlement Class” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

3. “Class Counsel” means the attorneys representing Plaintiff in this Action: Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs Payment” means the amounts awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses incurred in connection with the litigation and resolution of this Action which shall be paid from the Gross Settlement Amount as outlined in this Agreement. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, Forty-Nine Thousand Dollars (\$49,000.00), and reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of certain Class Member identifying information in Defendant’s possession that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (1) full name; (2) last-known mailing address; (3) social security number; and (4) total Workweeks during the Class Period; and (5) total Workweeks worked during the PAGA Period.

6. “Class Period” means the period from December 28, 2016, until the earlier of (1) the date of preliminary approval of the Settlement by the Court or (2) September 6, 2023.

7. “Class Representative” means Adrian Gomez, the named Plaintiff in the Action, namely Adrian Gomez in his capacity as representative of the Participating Class Members.

8. “Class Representative Enhancement Payment” means the special amount that the Court authorizes to be paid to Plaintiff Adrian Gomez, in addition to and separate from his Individual Class Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action.

9. “Court” means the Superior Court of the State of California, County of Riverside.

10. “Defendant” means Next Level Construction Services, Inc.

11. “Defense Counsel” means the attorneys representing Defendant in the Action: Bruno W. Katz of Wilson, Elser, Moskowitz, Edelman & Dicker LLP.

12. “Effective Date” means the date after this Agreement has been approved by the Superior Court by entry of Judgment, and the Judgment has become Final. The Judgment becomes “Final” as of the latest of the following occurrences: (a) if no Participating Class Member files a timely objection, or if all such objections are withdrawn, the date upon which the Court enters Judgment; (b) if one or more Participating Class Members files a timely objection to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, if no such notice of appeal is filed; or (c) if a timely appeal from the Judgment is

1 filed, the day after the appellate court affirms the Judgement and issues a remittitur. The
2 Judgment becoming Final is a prerequisite to any obligation of Defendant to pay any money in
3 connection with this Settlement.

4 13. "Employer Payroll Taxes" means federal and state tax obligations of the
5 employer, separate and apart from employee payroll tax obligations, including employer
6 obligations for federal payroll taxes for Federal Insurance Contribution Act (FICA), Social
7 Security, Medicare, and Federal Unemployment Tax (FUTA); and state employer tax payments,
8 if any, for Unemployment Insurance, Employment Training Tax, State Disability Tax, and
9 Personal Income Tax. After a thorough evaluation of Defendant's financial condition, the Gross
10 Settlement Amount was calculated to include payment for Employer Payroll Taxes.

11 14. "Final Approval" means the Court's Order granting final approval of the
12 Settlement Agreement.

13 15. "Final Approval Hearing" shall mean the Court's hearing on the Motion for Final
14 Approval of the Settlement.

15 16. "Final Judgment" means the Judgment entered by the Court upon granting Final
16 Approval of the Settlement.

17 17. "Gross Settlement Amount" means the maximum settlement amount of One
18 Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00). Except as a result of an
19 increase in the number of workweeks as set forth in paragraph 58, this represents the maximum
20 amount payable in this Settlement by Defendant. The Gross Settlement Amount will be used
21 to pay the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,
22 Class Counsel's Fees and Costs Payment, Class Representative Enhancement Payment,
23 Settlement Administration Costs and Employer Payroll Taxes. The Gross Settlement Amount
24 is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

25 18. "Individual Class Payment" means each Participating Class Member's pro rata
26 share of the Net Settlement Amount, calculated according to the number of Workweeks worked
27 during the Class Period. Individual Class Payments shall be paid by a settlement check made
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payable to Participating Class Members.

19. “Individual PAGA Payment” means each PAGA Member’s pro rata share of 25% (which constitutes \$3,750.00), of the PAGA Payment calculated according to the number of Pay Periods worked during the PAGA Period. PAGA Members will receive their Individual PAGA Payments regardless of their decision to participate in the Settlement.

20. “Judgment” shall mean the judgment entered by the Court based upon the Final Approval of the Settlement.

21. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code §2699, subd. (i).

22. “LWDA PAGA Payment” means the 75% (which constitutes \$11,250.00) of the PAGA Payment payable to the LWDA under Labor Code §2699, subd. (i).

23. “Net Settlement Amount” means the Gross Settlement Amount payable by Defendant pursuant to this Settlement, less the following amounts as approved by the Court: (1) Class Counsel’s Fees and Costs Payment; (2) the PAGA Payment (consisting of the Individual PAGA Payment and LWDA PAGA Payment); (3) Settlement Administration Costs; (4) Class Representative Enhancement Payment; and (5) Employer Payroll Taxes which will be calculated by the Settlement Administrator upon receiving the tax rate information from Defendant (estimated to be approximately \$1,000 or less). The remainder is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments. The Net Settlement Amount is estimated to be calculated as follows:

Gross Settlement Amount	\$140,000.00
Class Counsel’s Fees Payment	\$49,000.00
Class Counsel’s Costs Payment	\$35,000.00
PAGA Payment	\$15,000.00
Settlement Administration Costs	\$8,750.00
Class Representative Enhancement Payment	\$7,500.00

Estimated Net Settlement Amount	\$24,750.00 (before payroll taxes)
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24. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. PAGA Members may not opt-out of the PAGA portion of the Settlement.

25. “Notice” means the proposed Notice of Proposed Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to each Class Member’s/PAGA Member’s last known address, and which will provide Class Members/PAGA Members with information regarding the Action and information regarding the Settlement of the Action.

26. “Notice Packet” or “Class Notice Packet” means the Notice in a form substantially similar to the form attached hereto as Exhibit A; the Objection Form in a form substantially similar to the form attached hereto as Exhibit B; the Request for Exclusion Form in a form substantially similar to the form attached hereto as Exhibit C; and the Workweek Dispute Form in a form substantially similar to the form attached hereto as Exhibit D.

27. “Objection” means a Participating Class Member’s valid and timely objection to the Settlement Agreement. For a written Objection to be valid, it must be sent to the Administrator by fax, email, or mail and must include: (a) the objector’s full name, address, telephone number, last four digits of the employees’ social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection. An Objection Form in a form substantially similar to the form attached hereto as Exhibit B may be used by Participating Class Members to make an objection and shall be included with the Notice Packet and distributed to the Class Members. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

28. “PAGA” means the California Labor Code Private Attorneys General Act of

2004 (Cal. Lab. Code §§ 2698, *et seq.*).

29. “PAGA Payment” means the total amount of Fifteen Thousand Dollars (\$15,000.00) in PAGA civil penalties payable from the Gross Settlement Amount that the Parties have agreed to allocate in order to settle claims arising under the PAGA.

30. “PAGA Members” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the PAGA Period.

31. “PAGA Period” means the period from November 30, 2019, until the earlier of (1) the date of preliminary approval of the Settlement by the Court or (2) September 6, 2023.

32. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion Form or otherwise request an exclusion from the Settlement. Participating Class Members will not be required to submit any claim form in order to receive any payment due to them under the terms of the Settlement.

33. “Pay Periods” means any pay period during which a PAGA Member worked for Defendant for at least one day, during the PAGA Period. Defendant’s records shall establish the number of Pay Periods worked by each PAGA Member.

34. “Plaintiff” means Adrian Gomez, the named Plaintiff in the Action.

35. “Preliminary Approval Order” means the Court’s Order granting Preliminary Approval of the Settlement Agreement.

36. “Preliminary Approval Hearing” means the Court’s hearing on Class Counsel’s Preliminary Approval Motion and supporting documentation.

37. “Preliminary Approval Motion” means Class Counsel’s Motion for and Proposed Order granting Preliminary Approval of the Settlement.

38. “Released Parties for PAGA Claims” means Defendant Next Level Construction Services, Inc., and its past, present, and/or future, direct and/or indirect, employees and agents.

39. “Released Parties for Class Claims” means Defendant Next Level Construction

Services, Inc., and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, and agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, clients, and joint ventures.

40. “Request for Exclusion” means a valid and timely written statement submitted and signed by a Class Member requesting to be excluded from the Class Settlement. A Request for Exclusion Form substantially similar to the form attached hereto as Exhibit C shall be included with the Notice Packet and distributed to the Class Members. Class Members may elect to use the Request for Exclusion form, or submit a written statement by fax, email, or mail to the Settlement Administrator. PAGA Members may not make a Request for Exclusion from the PAGA Payment portion of the Settlement.

41. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails the Notice Packet to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) submit a Request for Exclusion from the Settlement, (b) submit an Objection to the Settlement (for Participating Class Members), or (c) dispute the number of allocated workweeks in the Notice. The Response Deadline will be extended fourteen (14) calendar days for any Class Member/PAGA Member who is re-mailed a Notice Packet by the Settlement Administrator. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

43. “Settlement Administrator” or “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed on and appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator

that could create a conflict of interest.

44. “Settlement Administration Costs” means the amount payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating the Notice Packet, printing, distributing, and tracking documents for this Settlement, calculating/confirming the Class Members’ Workweeks and PAGA Members’ Pay Periods from the information contained in the Class List, calculating and paying each Participating Class Member’s Individual Class Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00).

45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period. Defendant’s records shall establish the number of Workweeks worked by each Class Member.

46. Whether or not capitalized, “shall” denotes a mandatory command. “Shall” means “will” or “must.” “Shall” is not a permissive term and cannot be construed to mean “may.”

RECITALS

47. On December 28, 2020, Plaintiff filed a Class Action Complaint for Damages on behalf of himself and all current and former non-exempt employees of Defendant in California from December 28, 2016, through the present. The Complaint alleged the following causes of action: (1) Violation of Labor Code Sections 510 and 1198 (unpaid overtime); (2) Violation of Labor Code Sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of Labor Code Section 226.7 (unpaid rest period premiums); (4) Violation of Labor Code Sections 1194, 1197, and 1197.1 (unpaid minimum wages); (5) Violation of Labor Code Sections 201, 202, and 203 (final wages not timely paid); (6) Violation of Labor Code Sections Section 226(a) (non-compliant wage statements); (7) Violation of Labor Code Sections 2800 and 2802 (failure to

1 reimburse necessary expenses); and (8) Violation of California Business & Professions Code
2 Sections 17200, *et seq.*

3 48. On November 30, 2020, pursuant to Labor Code §2699.3, subdivision (a),
4 Plaintiff submitted his written PAGA notice to Defendant and the LWDA. On February 4, 2021,
5 Plaintiff filed a First Amended Complaint (“FAC”) adding a cause of action under the PAGA.
6 Plaintiff’s FAC is the operative complaint in the Action.

7 49. On March 19, 2021, Defendant timely answered the FAC. Defendant has
8 consistently denied and continues to deny all of the material allegations. Defendant denies that
9 it is liable for damages, interest, or penalties to Plaintiff, the Class Members, or the PAGA
10 Members.

11 50. In connection with the Action and in preparation for mediation, the Parties
12 propounded and responded to informal and formal discovery. Defendant produced documents
13 relevant to Plaintiff’s claims, all of which were reviewed, investigated, and analyzed by Class
14 Counsel. Class Counsel’s investigation was sufficient to satisfy the criteria for court approval set
15 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
16 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

17 51. On March 31, 2023, following the foregoing discovery and exchange of
18 information, the Parties participated in a mediation presided over by Mediator Paul Grossman.
19 During the mediation, the Parties had a full day of productive negotiations, but were unable to
20 reach a settlement during that session. However, the Parties continued their arms-length
21 negotiations after the mediation including investigations and analyses of Defendant’s financial
22 records. The Parties agreed to provide Defendant additional time to compile financial documents
23 that would substantiate its claims of financial distress including need for a funding schedule and
24 an all-in figure for settlement. Following the review of the confidential financial documents,
25 information supplied by Defendant, and the further investigations and negotiations, and with the
26 help of the mediator, the Parties ultimately accepted Mr. Grossman’s mediator’s proposal based
27 on Defendant’s current financial condition.

52. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff, the Class Members, or the PAGA Members on those claims. This Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement.

53. Based on their own thorough, independent investigation and evaluation of this case, including Defendant's current financial condition, Class Counsel are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Class, the defenses asserted by Defendant, the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendant contends it has no liability in this case, or that damages have been extinguished by restitution payments made during the Class Period, Defense Counsel shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given the respective risks associated with the case. The Parties affirm that this Settlement was reached through arm's length negotiations.

54. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

Based on the foregoing Recitals, the Parties agree as follows:

SETTLEMENT CONSIDERATION AND DISTRIBUTION

55. Certification for Settlement Purposes: The Parties agree and stipulate to conditional class action certification only for purposes of effectuating the Settlement, and subject to Court approval. The Parties agree that if, for any reason, the Settlement is not preliminarily and/or finally approved, the stipulation to conditional certification will be void and have no force or effect. The Parties further agree that certification for purposes of the

Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding.

56. The Parties mutually stipulate and agree that they will not proceed with discovery or any other procedures in the Action except for those necessary for effectuating approval of this Settlement.

57. Gross Settlement Amount: The Parties vigorously dispute each other's claims and defenses in the Action, but following extensive arm's length negotiations including mediation, and the provision and review of documents relating to Defendant's financial condition, the Parties have agreed to settle the Action for the Gross Settlement Amount of One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00), subject to the approval of the Court and without admission of liability by either Party. Defendant shall fund the Gross Settlement Amount following Final Approval by the Court and the occurrence of the Effective Date.

58. Payments from the Gross Settlement Amount to Plaintiff, Class Counsel and Others. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount as follows:

a. **To Adrian Gomez in his capacity as Class Representative**: Defendant agrees not to oppose any application or motion by Plaintiff for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). Upon Court approval, the Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount. Payroll taxes, withholdings, and deductions will not be taken from the Class Representative Enhancement Payment and instead a Form 1099 will be issued with respect to the payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due on the Class Representative Enhancement Payment. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to

1 the Net Settlement Amount.

2 **b. To Class Counsel:** Defendant agrees not to oppose any application or
3 motion by Class Counsel for attorneys' fees of not more than Thirty-Five Percent (35%) of the
4 Gross Settlement Amount, i.e., Forty-Nine Thousand Dollars (\$49,000.00), plus the
5 reimbursement of costs and expenses associated with the litigation and settlement of the Action,
6 in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), both of which will be
7 paid from the Gross Settlement Amount by the Settlement Administrator. Plaintiff and/or Class
8 Counsel will file a motion for Class Counsel's Fees and Costs Payment no later than sixteen (16)
9 court days prior to the Final Approval Hearing. Any portion of the requested fees or costs that is
10 not awarded to Class Counsel shall be reallocated to the Net Settlement Amount. The Released
11 Parties for PAGA Claims and the Released Parties for Class Claims shall have no liability to
12 Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class
13 Counsel's Fees and Costs Payment. Withholdings and deductions will not be taken from the
14 Class Counsel's Fees and Costs Payment, and one or more Forms 1099 will be issued to Class
15 Counsel with respect to those payments. Class Counsel assumes full responsibility and liability
16 for taxes owed on the Class Counsel's Fees and Costs Payment and holds the Released Parties
17 for PAGA Claims and Released Parties for Class Claims harmless, and indemnifies them, from
18 any dispute or controversy regarding any division or sharing of any of these Payments. The Class
19 Counsel's Fees and Costs Payment amount may be structured as directed by Class Counsel to
20 the Settlement Administrator.

21 **c. To the Settlement Administrator:** The Settlement Administrator will
22 be paid for the reasonable costs of administration of the Settlement and distribution of payments
23 from the Gross Settlement Amount as further set forth in this Agreement. Settlement
24 Administration Costs shall not exceed Eight Thousand Seven Hundred Fifty Dollars
25 (\$8,750.00).

26 **d. To the LWDA and PAGA Members:** PAGA Penalties in the amount
27 of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be paid from the Gross
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1 Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement
2 Administrator shall pay Seventy-Five Percent (75%) of the PAGA Payment, or Eleven
3 Thousand Two Hundred Fifty Dollars (\$11,250.00), to the LWDA. The remaining Twenty-Five
4 Percent (25%) of the PAGA Payment, or Three Thousand Seven Hundred Fifty Dollars
5 (\$3,750.00), will be allocated to the PAGA Members through Individual PAGA Payments. The
6 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
7 PAGA Members' 25% share of PAGA Payment (\$3,750.00) by the total number of Pay Periods
8 worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each
9 PAGA Member's Pay Periods. PAGA Members assume full responsibility and liability for any
10 taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less
11 than the Fifteen Thousand Dollars (\$15,000.00) allocated, the Administrator will allocate the
12 remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA
13 Payments on IRS 1099 Forms to each PAGA Members. PAGA Members assume full
14 responsibility and liability for taxes owed on their Individual PAGA Payment. PAGA Members
15 shall receive their portion of the PAGA Payment regardless of their decision to be excluded
16 from the Class Settlement.

17 59. Escalator Clause: Defendant has represented that the Workweeks between
18 December 28, 2016 (start of Class Period) and the date of the mediation (March 31, 2023) were
19 approximately 12,455. If the actual number of Workweeks appearing on the Class List provided
20 to the Settlement Administrator exceeds 12,455 by more than 10%, (i.e., if the total number of
21 workweeks on the Class List exceeds 13,701) Defendant will increase the Gross Settlement
22 Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks
23 worked by the Class Members above 10%. For example, if the number of number of Workweeks
24 worked by Class Members increases by 11%, Defendant will increase the Gross Settlement
25 Amount by 1%.

26 60. Funding the Gross Settlement Amount: Within thirty (30) calendar days of the
27 Effective Date, Defendant will deposit Fifty Percent (50%) of the Gross Settlement Amount
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(i.e., \$70,000.00) into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. The remaining Fifty Percent (50%) of the Gross Settlement Amount (i.e., \$70,000.00) will be paid to the QSF twelve (12) months after the Effective Date. Defendant may deposit the Gross Settlement Amount into the QSF at any time prior to the above referenced deadlines. Except as provided in paragraph 59, Defendant shall not have any obligation to pay any additional funds into the Settlement Account.

61. Payments from the Gross Settlement Amount and Net Settlement Amount: Within fourteen (14) calendar days after Defendant completes funding of the Gross Settlement Amount into the QSF (i.e., 12 months and 14 days after the Effective Date), the Settlement Administrator will mail checks for: (a) the Individual Class Payments; (b) the Individual PAGA Payments and the LWDA PAGA Payment; (c) the Class Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs Payment; and (e) Settlement Administration Costs. Disbursement of the Class Counsel Fees and Costs Payment and the Class Representative Enhancement Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

62. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments to the Participating Class Members (including those for whom Class Notice Packet was returned undelivered) via First Class U.S. Mail, postage prepaid. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice Packet was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address database. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

63. The Administrator must conduct a National Change of Address search for all

1 Class Members/PAGA Members whose checks are returned undelivered without a USPS
2 forwarding address. Within seven (7) days of receiving a returned check, the Administrator must
3 re-mail checks to the USPS forwarding address provided or to an address ascertained through
4 the National Change of Address search. The Administrator need not take further steps to deliver
5 checks to Class Members/PAGA Members whose re-mailed checks are returned as undelivered.
6 The Administrator shall promptly send a replacement check to any Class Member whose original
7 check was lost or misplaced if a replacement check is requested by the Class Member prior to
8 the check void date.

9 64. Uncashed Individual Class Payment Checks: For any Class Member whose
10 Individual Class Payment check or Individual PAGA Payment check remains uncashed and is
11 therefore canceled as of the void check date, the Administrator shall transmit the full amount of
12 the check to the California Controller's Unclaimed Property Fund in the name of the Class
13 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of
14 Civil Procedure §384, subd. (b).

15 65. The payment of Individual Class Payments and Individual PAGA Payments shall
16 not obligate Defendant to confer any additional benefits or make any additional payments to
17 Class Members/PAGA Members beyond those specified in this Agreement.

18 66. Calculation of Individual Class Payments and Employer Payroll Taxes: Subject
19 to the terms and conditions of this Agreement, the Settlement Administrator will calculate
20 Individual Class Payments to each Participating Class Member and Employer Payroll Taxes to
21 appropriate governmental authorities, based on the calculations below in Paragraphs 66(a), (b).
22 The formulas below do not constitute an admission by any party, and are intended only to provide
23 a practical means to simplify and administer the settlement process:

24 a. Calculation of Settlement Ratio: The Settlement Administrator shall
25 assign to each Participating Class Member a "Settlement Ratio," which shall be a fractional
26 number comprised of (a) the Participating Class Member's Individual Class Period Workweeks
27 as the numerator and (b) the aggregate total of all Participating Class Members' Individual Class
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Period Workweeks as the denominator.

b. Calculation of Individual Class Payments: The Settlement Administrator will calculate the “Individual Class Payment” for each Participating Class Member by multiplying that Participating Class Member’s Settlement Ratio by the Net Settlement Amount. After calculating all Individual Class Payments, the Settlement Administrator shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of the names of the Participating Class Members with their corresponding Individual Class Period Workweeks and Individual Class Payments.

c. Allocation and Withholdings: Twenty Percent (20%) of each Individual Class Payment (the “Wage Portion”) will be allocated as wages to settle Participating Class Members’ claims for unpaid wages and/or premiums. The Settlement Administrator will reduce the Wage Portion of the Individual Class Payments by applicable taxes, withholdings and deductions and the Settlement Administrator will generate and issue to each Participating Class Member a Form W-2 showing such reductions. Each Participating Class Member shall be individually responsible for their share of additional federal, state, and local income and payroll taxes, withholdings, and deductions, including social security and Medicare contributions. The Administrator shall calculate and pay the Employer Payroll Taxes from the Gross Settlement Amount based on the Wage Portion of the Gross Settlement Amount.

d. Eighty percent (80%) of each Individual Class Payment (the “Non-Wage Portion”) is intended to settle each Participating Class Member’s claims for both penalties and interest. Forty Percent (40%) shall be allocated as interest and Forty Percent (40%) shall be allocated as penalties. Accordingly, the Non-Wage Portion will not be reduced by payroll taxes, withholdings, and deductions. Instead, the Settlement Administrator will issue a Form 1099 to each Participating Class Member with respect to the Non-Wage Portion. Each Participating Class Member assumes full responsibility and liability for taxes owed on the Non-Wage Portion of his/her Individual Class Payment.

e. Taxes: The Parties agree and understand that neither Plaintiff, Class

1 Counsel, Defendant, nor Defense Counsel has made any representations regarding the tax
2 obligations or consequences, if any, related to this Settlement or to any payment made in
3 connection with the Settlement. The Parties agree that Plaintiff, Class Counsel, and each
4 Participating Class Member, and each PAGA Member is responsible for determining the tax
5 consequences of payments made to them pursuant to this Settlement and for paying taxes, if
6 any, which are determined to be owed on such payments (including penalties and interest related
7 thereto) by any taxing authority, whether state, local, or federal. Defendant makes no
8 representation as to the tax treatment or legal effect of the payments called for hereunder, and
9 Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement,
10 representation, or calculation by Defendant or by the Settlement Administrator in this regard.
11 Plaintiff, Participating Class Members, and PAGA Members understand and agree that they
12 will be solely responsible for the payment of any taxes and penalties assessed on the payments
13 described herein.

14 67. No Effect on Benefit Plans: The Individual Class Payments and Individual PAGA
15 Payments made to Participating Class Members and PAGA Members under this Settlement, as
16 well as any other payments made pursuant to this Settlement, shall not affect Defendant's
17 obligation, or lack thereof, to confer any additional benefits, including, but not limited to profit-
18 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
19 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
20 Agreement will not affect any rights, contributions, or amounts to which any Class
21 Members/PAGA Members may be entitled under any benefit plans.

22 68. Settlement Administrator and Settlement Administration Process: The Parties
23 will ask the Court to appoint Phoenix Class Action Administration Solutions, a qualified
24 administrator, to serve as the Settlement Administrator, which, as a condition of appointment,
25 will agree to be bound by this Agreement with respect to the performance of its duties and its
26 compensation. The Parties agree to cooperate in the administration of the Settlement and to
27 make all reasonable efforts to control and minimize the costs and expenses incurred in
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administration of the Settlement. The Settlement Administrator's duties will include, but are not limited to, providing the following services:

- a. Establishing and maintaining a Qualified Settlement Fund.
- b. Calculating the Individual Class Payment for each Participating Class Member.
- c. Calculating Individual PAGA Payment for each PAGA Member.
- d. Translating the Notice Packet from English to Spanish.
- e. Preparing, printing, and mailing the Notice Packet in English and Spanish to all Class Members and PAGA Members.
- f. Using reasonable measures to contact all Class Members and PAGA Members, including conducting a National Change of Address search on all Class Members and PAGA Members whose Notice Packet or settlement check is returned without a forwarding address.
- g. Re-mailing the Class Notice Packet to the Class Member's new address for those Class Members and PAGA Members whose address has changed.
- h. Receiving and processing Requests for Exclusion, Objections, Workweek disputes, and field inquiries from Class Members.
- i. Receiving and processing Pay Period disputes and field inquiries from PAGA Members.
- j. Printing and issuing Individual Class Payment Checks, Individual PAGA Payment Checks, preparing IRS W-2 Forms and IRS 1099 Forms, and any other filings required by any governmental taxing authority.
- k. Paying the Class Representative Enhancement Payment, Class Counsel's Fees and Costs Payment, LWDA PAGA Payment, Individual PAGA Payments, and the Settlement Administration Costs from the Gross Settlement Amount.
- l. Paying the Individual Settlement Payments from the Net Settlement

Amount.

- m. Administering tax withholdings and payments. Including calculating and paying the employer taxes from the Gross Settlement Amount to the appropriate government entity.
- n. Providing declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- o. Providing weekly status reports to counsel for the Parties about delivery of Class Notice Packet, Requests for Exclusion, Objections, and Workweek disputes.
- p. Posting a notice of Final Judgment online at Settlement Administrator's website.

69. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of Individual Class Payments, subject to the terms set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount, as set forth herein, subject to Court approval.

PROCEDURES FOR APPROVING SETTLEMENT

70. Preliminary Approval Hearing: Class Counsel will prepare a Preliminary Approval Motion and supporting documentation and obtain a hearing before the Court to request an Order (a) granting Preliminary Approval of the Settlement Agreement, (b) conditionally certifying the Settlement Class for settlement purposes only; (c) approving the Class Notice Packet; and (c) setting a date for a Final Approval Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members and PAGA Members as specified herein.

71. As part of his Preliminary Approval Motion, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice

1 Packet attached as Exhibits A-D. Any disagreement among the Parties concerning the Class
2 Notice Packet or other documents necessary to implement the Settlement will be referred to the
3 Court.

4 72. The Parties anticipate that they will jointly appear at the Preliminary Approval
5 Hearing, support the granting of the Preliminary Approval Motion, and submit a Proposed Order,
6 prepared by Class Counsel and approved by Defense Counsel, granting Preliminary Approval of
7 Settlement, Approval of Class Notice Packet, and setting a date for the Final Approval Hearing.

8 73. Should the Court decline to preliminarily approve all material aspects of the
9 Settlement, the Settlement will be null and void and the Parties will have no further obligations
10 under it.

11 74. Defendant Declarations for Preliminary Approval Hearing: Defendant shall also
12 provide Plaintiff for filing a declaration of Defendant's personal knowledge concerning the
13 likely age, education, and experience of the Class Members, and of the Class Members' ability
14 to read and comprehend English and a declaration from Defendant's Counsel that states whether
15 counsel is aware of any class, representative or other collective action in any other court in this
16 or any jurisdiction that asserts claims similar to those asserted in this Action.

17 75. Notice to Class Members and PAGA Members by First-Class U.S. Mail: After
18 the Court enters its Preliminary Approval Order, every Class Member and PAGA Member will
19 be provided with the Class Notice Packet as follows:

20 a. Within twenty (20) calendar days after the Court enters its order granting
21 Preliminary Approval of the Settlement, Defendant will provide the Class List to the Settlement
22 Administrator. To protect Class Members and PAGA Members' privacy rights, the
23 Administrator must maintain the Class List in confidence, use the Class List only for purposes
24 of this Settlement, and restrict access to the Class List to Administrator employees who need
25 access to the Class List to effect and perform under this Agreement. Defendant has a continuing
26 duty to immediately notify Class Counsel if it discovers that the Class List omitted Class Member
27 identifying information and to provide a corrected or updated Class List as soon as reasonably
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feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class List. The number of Workweeks worked during the Class Period for a specific Class Member shall be referred to as that Class Member's "Individual Class Period Workweeks." In determining the Individual Class Period Workweeks to include in the Class Notice Packet, Defendant will round up or down to the nearest whole number.

b. Within fourteen (14) calendar days after receiving the Class List from Defendant, or as soon thereafter as it is able to do so, the Settlement Administrator will mail the Notice Packet to all identified Class Members and PAGA Members via regular First-Class U.S. Mail, using the addresses provided by Defendant in the Class List. All Class Members and PAGA Members will be mailed a Notice Packet in English and Spanish. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the aggregated number of Workweeks worked by all Class Members during the Class Period and Pay Periods worked by PAGA Members during the PAGA Period; (e) each Class Member's estimated Workweeks worked during the Class Period and corresponding estimated Individual Class Payment and the formula for calculating the Individual Class Payment; (f) each PAGA Member's estimated Pay Periods worked during the PAGA Period and corresponding estimated Individual PAGA Payment and the formula for calculating the Individual PAGA Payment; (g) the dates which comprise the Class Period and the dates which comprise the PAGA Period; (h) the Response Deadline for Requests for Exclusion, Objections, and Workweek/Pay Period disputes; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing.

c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days from receipt of the returned Notice Packet take reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of any Class Member or PAGA Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These

reasonable steps shall include the tracking of all undelivered mail; performing National Change of Address searches for all mail returned without a forwarding address; and promptly re-mailing the Notice Packet to Class Members/PAGA Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Defense Counsel of the date and address of each such re-mailing.

d. As part of its weekly status report, the Settlement Administrator will:

i. send Defense Counsel and Class Counsel the number of Notice Packets re-mailed;

ii. send Defense Counsel all Requests for Exclusion that it receives and inform Class Counsel of the number of Requests for Exclusion it receives;

iii. send Defense Counsel all Objections to the Settlement that it receives and inform Class Counsel of the number of Objections to the Settlement it receives;

iv. send Defense Counsel all Class Member disputes as to the Workweeks and/or PAGA Periods allocated to that Class Member/PAGA Member in the Notice Packet that it receives and inform Class Counsel of the number of disputes it receives.

e. No later than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator will serve on the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement, and providing complete lists of all Class Members (if any) objecting to the Settlement and the names of all Class Members (if any) requesting exclusion from the Settlement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

76. Final Report by Settlement Administrator to Court: Within ten (10) days after the final disbursement of all funds from the Qualified Settlement Account, the Settlement

1 Administrator will serve on the Parties for filing with the Court a declaration providing a final
2 summary report on the disbursements of such funds.

3 77. Workweek/Pay Period Disputes: Class Members/PAGA Members shall have
4 until the Response Deadline (i.e., sixty (60) days after the Administrator mails the Notice
5 Packet, plus an additional fourteen (14) days for Class Members/PAGA Members whose Notice
6 Packet is re-mailed) to dispute the number of Workweeks and/or Pay Periods allocated in their
7 Notice Packets. The Class Member/PAGA Member may challenge the allocation by
8 communicating with the Administrator via fax, email or mail. Class Members/PAGA Members
9 may use the “Workweek Dispute Form” received with their Notice Packet and attached hereto
10 as Exhibit D.

11 78. The Administrator must encourage the challenging Class Member/PAGA
12 Member to produce evidence to the Settlement Administrator showing that his/her allocated
13 Workweeks and/or Pay Periods are incorrect. In the absence of any contrary documentation, the
14 Administrator is entitled to presume that the Workweeks/Pay Periods contained in the Class
15 Notice Packet are correct so long as they are consistent with the Class List. The Administrator’s
16 determination of each Class Member/PAGA Member’s allocation of Workweeks and/or Pay
17 Periods shall be final and not appealable or otherwise susceptible to challenge. However, if a
18 Class Member/PAGA Member produces evidence to the contrary by the Response Deadline,
19 the Parties will evaluate the evidence submitted by the Class Member/PAGA Member and the
20 Parties will make the final decision as to the number of eligible Workweeks and/or Pay Periods
21 that should be allocated and the resulting Individual Class Payment and/or Individual PAGA
22 Payment amount. If the Parties do not agree, the dispute will be submitted to the Court.

23 79. Request for Exclusion from Settlement: Any Class Member wishing to be
24 excluded (opt-out) from the Settlement must send by fax, email, or mail a written Request for
25 Exclusion to the Settlement Administrator. The Class Member wishing to be excluded may
26 submit the Request for Exclusion Form included with the Notice Packet, or a separate written
27 Request for Exclusion that includes (a) the Class Member’s name, address, telephone number,
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1 and email address (b) a clear statement requesting to be excluded from the Settlement. To be
2 valid, the Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
3 Deadline (i.e., not later than sixty (60) days after the Administrator mails the Class Notice
4 Packet, plus an additional fourteen (14) days for Class Members whose Class Notice Packet is
5 re-mailed).

6 80. The Administrator may not reject a Request for Exclusion as invalid because it
7 fails to contain all the information specified in the Class Notice Packet and/or this Agreement.
8 The Administrator shall accept any Request for Exclusion as valid if the Administrator can
9 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
10 to be excluded. The Administrator's determination shall be final and not appealable or otherwise
11 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request
12 for Exclusion, the Administrator may demand additional proof of the Class Member's identity.
13 The Administrator's determination of authenticity shall be final and not appealable or otherwise
14 susceptible to challenge.

15 81. All Class Members who do not submit a timely and valid Request for Exclusion
16 are deemed to be Participating Class Members under this Agreement, entitled to all benefits and
17 bound by all terms and conditions of the Settlement, including the Released Class Claims under
18 this Agreement, regardless of whether the Participating Class member actually receives the Class
19 Notice Packet or objects to the Settlement.

20 82. Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
22 right to object to the Settlement. Because future PAGA claims are subject to claim preclusion
23 upon entry of the Judgement, Non-Participating Class Members who are PAGA Members are
24 deemed to release the claims in Paragraph 99 and will receive their Individual PAGA Payments.

25 83. Defendant's Right to Rescind: If five percent (5%) or more of the Class Members
26 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may,
27 at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will
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1 be thereby null and void. Defendant must meet and confer with Class Counsel prior to
2 exercising this right and must make clear its intent to rescind the Agreement within fourteen
3 (14) calendar days of the Settlement Administrator notifying the Parties that five percent (5%)
4 or more of the Class Members have elected not to participate in the Settlement. If Defendant
5 exercises its right to rescind the Agreement, the Parties shall be jointly responsible for all
6 Settlement Administration Costs incurred up to the date of rescission.

7 84. Objections to Settlement: Only Participating Class Members may object to the
8 class action components of the Settlement and/or this Agreement, including contesting the
9 fairness of the Settlement, and/or amounts requested for the Class Counsel's Fees and Costs
10 Payment and/or Class Representative Enhancement Payment.

11 85. To object to the Settlement, a Participating Class Member may send by fax,
12 email, or mail, a written objection to the Settlement Administrator by the Response Deadline
13 (i.e., sixty (60) days after the Administrator's mailing of the Class Notice Packet, plus an
14 additional fourteen (14) days for the Class Members whose Class Notice Packet was re-mailed.)
15 Participating Class Members may object by completing and sending the Objection Form
16 included with their Notice Packet to the Settlement Administrator by the Response Deadline.

17 86. Additionally, Participating Class Members may verbally object to the Settlement
18 and/or this Agreement by appearing in Court (or hiring an attorney to appear in Court) at the
19 Final Approval Hearing.

20 87. Non-Participating Class Members have no right to object to this Settlement.

21 88. Not later than fourteen (14) days after the Response Deadline, the Settlement
22 Administrator will provide the Parties with a complete and accurate list of all Participating Class
23 Members who objected to the settlement.

24 89. No Solicitation of Objections or Exclusions. Neither the Parties, nor their
25 respective counsel, will directly or indirectly solicit or otherwise encourage Class Members to
26 seek exclusion from the Settlement, object to the Settlement, or appeal from the Judgment. Class
27 Counsel will not represent any Class Members with respect to any objections to this Settlement.

1 90. Final Settlement Approval Hearing: Upon expiration of the Response Deadline,
2 Class Counsel will prepare motions and supporting memoranda for: (1) final approval of the
3 Settlement, (2) approval and payment of the Settlement Administrator's Costs; (3) approval and
4 payment of the Class Representative Enhancement Payment; (4) approval and payment of Class
5 Counsel's Fees and Costs Payment. Class Counsel will file these motions and memoranda with
6 the Court after Defense Counsel's review. Class Counsel shall obtain a date with the Court for
7 a hearing on these motions.

8 91. Before the Final Approval Hearing, the Parties shall be entitled to file and serve
9 a response to any Class Member's objection to the Settlement. The Parties shall also be entitled
10 to engage in motion practice, unless specifically prohibited by or inconsistent with this
11 Agreement, regarding motions filed by Class Counsel pursuant to Paragraph 90.

12 92. If the Court fails to grant Final Approval of the Settlement, or grants Final
13 Approval conditioned on any material change to the Settlement, then Plaintiff and Defendant
14 will each have the unilateral right to void the Settlement in its entirety. Should this occur, the
15 Parties will have no further obligations under the Agreement, including any obligation by
16 Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been
17 payable under this Agreement, except that Defendant on the one hand, and Plaintiff on the other
18 hand, will jointly and equally pay the Settlement Administrator's reasonable fees and expenses
19 incurred as of the date that the Party exercises the right to void the Settlement under this
20 paragraph. The Court's refusal to approve the release language will not be considered a material
21 change to this Agreement, and the Parties agree to continue to be bound by the Agreement in
22 that event, but will meet and confer to resolve any necessary language of the release and to
23 amend this agreement as necessary.

24 93. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement
25 by the Court at or after the Final Approval Hearing, the Parties will present a Proposed Final
26 Order and Judgment to the Court for its approval. The Proposed Final Order and Judgment shall
27 be prepared by Class Counsel and provided to Defense Counsel for its approval. The Proposed
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Final Order and Judgment shall permanently bar all Class Members and PAGA Members (other than those Class Members who have submitted timely and valid requests to be excluded from the Action as provided in this Agreement) from prosecuting against Defendant and Releasees any of the Released Claims.

94. After the entry of the Judgment, the Court will have continuing jurisdiction over the Action solely for purposes of: (a) enforcing the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or applicable law.

95. Waiver of Certain Appeals: The Parties, including Plaintiff, Defendant, Class Members who did not validly exclude themselves from the Settlement, Class Counsel, and Defense Counsel agree to waive all rights to appeal from the Judgment; except, however, that either party may appeal any court order or Judgment that materially alters the Settlement Agreement's terms. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making any payments under the Settlement) will be suspended until such time as the appeal is fully and finally resolved and the Judgment, consistent with the terms of this Agreement, becomes Final.

96. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review: If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then Plaintiff and Defendant will each have the unilateral right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. The Party exercising its right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement Administrator for services rendered. A vacation, reversal, or modification of the Court's award

1 of the Class Representative Enhancement Payment or the Class Counsel's Fees and Costs
2 Payment will not constitute a vacation, reversal, or material modification of the Judgment within
3 the meaning of this paragraph, and shall not render the Settlement voidable.

4 **RELEASE OF CLAIMS**

5 97. Release by Settlement Class: Upon the completing funding of the Gross
6 Settlement Amount Defendant, Plaintiff and each Class Member who has not been excluded
7 from the Settlement, without the need to manually sign a release document, in exchange for the
8 consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
9 current, former, and future heirs, executors, administrators, attorneys in fact, agents, and
10 assigns, shall and does hereby fully and finally release Defendant and the other Released Parties
11 from those claims based upon the facts and/or legal theories/allegations alleged in the operative
12 Complaint in this Action, or that could have been brought, including but not limited to the following
13 claims: (i) failure to pay all regular wages, minimum wages and overtime wages due (Labor Code §§
14 510, 1194, 1197, 1197.1, 1198); (ii) failure to provide meal periods or compensation in lieu thereof
15 (Labor Code §§ 226.7 and 512); (iii) failure to provide rest periods or compensation in lieu thereof
16 (Labor Code § 226.7); (iv) failure to pay timely wages at time of termination or resignation (Labor Code
17 §§ 201, 202, 203); (v) failure to provide itemized wage statements (Labor Code § 226(a)); (vi) failure to
18 reimburse for necessary business expenditures (Labor Code §§ 2800, 2802); (vii) unfair business
19 practices that could have been premised on the claims, causes of action or legal theories of relief
20 described above or any of the claims, causes of action or legal theories of relief pleaded in the operative
21 Complaint; and (v) all damages, penalties, restitution, attorneys' fees, interests, and other amounts
22 recoverable in connection with the above legal authorities and/or claims for relief under local, California,
23 and federal law. (collectively, the "RELEASED CLAIMS"). The period of the RELEASED
24 CLAIMS shall be the Class Period. The *res judicata* effect of the Judgment will be the same as
25 that of this Agreement.

26 98. Plaintiff and the Class Members may hereafter discover facts or legal arguments in
27 addition to or different from those they now know or currently believe to be true with respect to the
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claims, causes of action and legal theories of recovery in the Actions which are the subject matter of the RELEASED CLAIMS. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the RELEASED CLAIMS, and by virtue of this Agreement, Plaintiff and the Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the RELEASED CLAIMS against the RELEASED PARTIES as defined in this Agreement.

99. Released PAGA Claims: Upon the complete funding of the Gross Settlement Amount by Defendant, Plaintiff, the LWDA, the State of California, and all PAGA Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant and the Released Parties for PAGA Claims that were alleged or could have been sought by the Labor Commissioner based on the PAGA Period facts and/or legal theories/allegations stated in the operative complaint or Plaintiff's pre-filing letter to the LWDA, including (i) failure to pay all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197, 1197.1, 1198); (ii) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (iii) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iv) failure to pay timely wages at time of termination or resignation (Labor Code §§ 201, 202, 203); (v) failure to provide itemized wage statements (Labor Code § 226(a)); (vi) failure to reimburse for necessary business expenditures (Labor Code §§ 2800, 2802); and all attorneys' fees recoverable in connection with such claims ("PAGA RELEASED CLAIMS"). The Period of the PAGA RELEASED CLAIMS shall be the PAGA Period.

100. General Release by Plaintiff: Upon the complete funding of the Gross Settlement Amount by Defendant, Plaintiff Gomez agrees, in addition to the Settlement Class RELEASED CLAIMS and PAGA RELEASED CLAIMS described above, to release all claims, whether known or unknown, under federal, state, or local law, against Defendant and all Releasees through the date this Settlement is signed by Plaintiff ("Plaintiff's Released Claims"). This includes, but is not limited to, all claims arising from or based on Plaintiff's employment with Defendant, or separation from employment with Defendant, as well as any claims attributable

1 to: common law; contract, quasi-contract or tort; unpaid salary, compensation or benefits; the
2 Employee Retirement Income Security Act of 1974, as amended; the Internal Revenue Code of
3 1986, as amended; harassment, discrimination or retaliation under Title VII of the Civil Rights
4 Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, Section 1981
5 of the Civil Rights Act of 1866; age discrimination under the Age Discrimination in
6 Employment Act, as amended by the Older Workers Benefit Protection Act of 1990; the Federal
7 Medical Leave Act; the laws of California; the California Labor, Government and/or Business
8 and Professions Codes including but not limited to California Fair Employment and Housing
9 Act, the California Family Rights Act, and the California Unfair Business Practices Act; the
10 California Constitution; the California Consumer Credit Reporting Agencies Act; any federal,
11 state, or local employment, discrimination, harassment, or retaliation law, regulation, or
12 ordinance relating to employment or separation from employment. This general release also
13 includes the RELEASED CLAIMS as set forth in Paragraph 97 above. This includes a waiver
14 of Plaintiff's right to appeal any and all rulings by the Court in this case and claims that Plaintiff
15 knew about and claims that Plaintiff may not know about. Plaintiff understands that this release
16 includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by
17 §1542 of the California Civil Code, which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
21 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
22 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
23 DEBTOR OR RELEASED PARTY.

24 Specifically excluded from Plaintiff's Released Claims are any claims that cannot be
25 released as a matter of law, such as claims for workers' compensation benefits or unemployment
26 benefits.

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MISCELLANEOUS TERMS

101. Amended Judgment: If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

102. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

103. No Prior Assignments: The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

104. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event

1 that any potential or future employers of Plaintiff requests a reference regarding Defendant's
2 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
3 employment and job titles during employment. Defendant shall not refer to the Action or this
4 Settlement.

5 105. Nullification of Settlement Agreement: In the event that: (a) the Court does not
6 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
7 material term of this Settlement Agreement; or (c) the Settlement does not become final as
8 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and
9 any documents generated to bring it into effect, will be null and void, all amounts deposited into
10 the QSF will be returned to Defendant, and the Parties shall be returned to their original
11 respective positions. Any order or judgment entered by the Court in furtherance of this
12 Settlement Agreement will likewise be treated as void from the beginning. Should the Court
13 fail to approve this Settlement for any reason, the Parties agree that they will return to and attend
14 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be
15 approved by the Court.

16 106. Exhibits Incorporated by Reference: The terms of this Settlement include the
17 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
18 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

19 107. Entire Agreement: After this Agreement is signed and delivered by all Parties and
20 their counsel, this Settlement Agreement and any attached Exhibits will constitute the entirety
21 of the Parties' agreement relating to the Settlement. It it will then be deemed that no oral
22 representations, warranties, covenants, or inducements have been made to any Party concerning
23 this Agreement or its exhibits other than the representations, warranties, covenants, and
24 inducements expressly stated in this Agreement and its exhibits.

25 108. Amendment or Modification of Agreement: This Settlement Agreement, and any
26 and all parts of it, may be amended, changed, modified, or waived only by an express written
27 instrument signed by all Parties or their successors-in-interest.

1 109. Binding on Successors and Assigns: This Settlement Agreement will be binding
2 upon, and inure to the benefit of, the successors of each of the Parties hereto.

3 110. Applicable Law: All terms and conditions of this Settlement Agreement and
4 Exhibits hereto will be governed by and interpreted according to the laws of the State of
5 California, without giving effect to any conflict of law principles or choice of law principles.

6 111. Execution and Counterparts: This Settlement Agreement may be executed in one
7 or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes
8 of this Agreement shall be accepted as an original. All executed counterparts and each of them,
9 will be deemed to be one and the same instrument provided that counsel for the Parties will
10 exchange among themselves original signed counterparts. Any executed counterpart will be
11 admissible in evidence to prove the existence and contents of this Agreement.

12 112. Acknowledgement that the Settlement is Fair and Reasonable: The Parties
13 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
14 and have arrived at this Settlement after arm's-length negotiations and in the context of
15 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
16 further acknowledge that they are each represented by competent counsel and that they have
17 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
18 this Settlement.

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

23 114. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
24 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
25 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
26 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
27 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
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any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

115. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Releasee, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or any of the Releasees of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Defendant or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

116. Notwithstanding any other provision of this Agreement, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense against any claims released or barred by this Agreement.

117. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

118. Waiver: No waiver of any condition or covenant contained in this Settlement

Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

119. Dispute About Terms: Should a dispute arise about the terms of this Agreement, such disputes shall be submitted to Paul Grossman for consultation.

120. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

122. Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

123. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

124. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties agree not to take any action to encourage any Class Members to request

1 exclusion of and/or object to the Settlement. Defendant agrees not to obtain any settlement
2 agreement waivers, *Pick-Up Stix* agreements, or arbitration agreements from any Class Member
3 prior to the funding of the Gross Settlement Amount concerning claims released via this
4 Agreement, or enter into any arbitration agreement with any Class Member that covers the
5 claims released via this Agreement during the Settlement approval process prior to the funding
6 of the Gross Settlement Amount and that the Parties will work in good faith to reach an
7 agreement approved by the Court.

8 125. Confidentiality: The Parties agree to keep the terms of the Settlement
9 confidential until the filing of Plaintiff's Preliminary Approval Motion. The Parties agree that
10 they will not issue any press releases, initiate any contact with the press, respond to any press
11 inquiry or have any communication with the press about the fact, amount or terms of the
12 Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to
13 fulfill disclosure obligations reasonably required by law or in furtherance of business purposes,
14 including the fulfillment of obligations stated in this Settlement Agreement or limit Class
15 Counsel's communications with the Class Members in furtherance of approval of this
16 Settlement.

17 126. Stay of Litigation: The Parties agree that upon the execution of this Agreement
18 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
19 further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 the date
20 to bring a case to trial under CCP § 583.310 is extended for the entire period of this settlement
21 process.

22 127. Calendar days: Unless otherwise noted, all reference to "days" in this Agreement
23 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
24 weekend or federal legal holiday, such date or deadline shall be on the first business day
25 thereafter.

26 128. Binding Agreement: The Parties warrant that they understand and have full
27 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
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fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

129. Notice: All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Class Counsel: Heather Davis, Amir Nayebdadash, Priscilla Gamino, of Protection Law Group, LLP, 237 California Street, El Segundo, California 90245.

To Defense Counsel: Bruno W. Katz of Wilson, Elser, Moskowitz, Edelman & Dicker LLP, 401 West A Street, Suite 1900, San Diego, CA 92101.

Dated: 3/22/2024

PLAINTIFF

By:

DocuSigned by:

—90E7B18E0F4A45F..

Adrian Gomez

Dated:

DEFENDANT

**NEXT LEVEL CONSTRUCTION SERVICES,
INC.**

By:

Name:

Title:

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EXHIBIT 3

ATTORNEY TASK AND TIME CHART
Adrian Gomez v. Next Level Construction Services, Inc.
(RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVRI2000753)

Task	Protection Law Group LLP
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Merits of Plaintiff Adrian Gomez's (Plaintiff") Claims and the Merits of the Class Action Claims with respect to Class Members, as well as Private Attorneys General Act ("PAGA") Claims of the State of California with Respect to Aggrieved Employees	12.00
Pre-Lawsuit Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, Arbitration Agreements, Representative PAGA Action, Manageability, Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality, and Class Certification in California, Including all New and Relevant DLSE Materials	6.00
Investigation of Defendant, Defendant's Business Relationships, and Industry in which Defendant Operates	4.00
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.00
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Incentive/Piece Rate Pay, Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	16.00
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	4.00
Review and Analyze Arbitration Agreement and Research regarding Defendant's Ability to Enforce Agreement	10.00

Research and Investigation re other Potential Class/PAGA Actions Against Defendant and Affiliates	7.00
Prepare a Discovery Strategy Plan of Action	9.00
Meet and Communicate with Putative Class Members and Aggrieved Employees throughout Pendency of the Case	18.00
Preparation for and Discussions with Plaintiff throughout Pendency of the Case	27.00
Pleadings and Court Filings	
Research and Draft Plaintiff Adrian Gomez's Class Action Complaint with the Riverside County Superior Court (filed on December 28, 2020) (Case No. CVRI2000753) (the "Action")	6.50
Draft, Review, and/or Revise Summons, Certificate of Counsel, and Civil Case Cover Sheet (filed December 28, 2020)	1.20
Review Defendant's Answer to Complaint and Research Affirmative Defenses (filed August 12, 2019)(<i>Pereda</i> Action)	2.00
Review and Analyze the Court's Notice of Department Assignment (filed January 27, 2021)	0.20
Review and Analyze the Court's Notice of Case Management Conference (filed January 27, 2021)	0.20
Draft, Review, Revise, and File Plaintiff's Proof of Service of Summons and Class Complaint on Defendant Next Level Construction (filed February 4, 2021)	0.80
Draft, Review, and Revise Plaintiff's First Amended Complaint ("FAC") adding one (1) cause of action under the Private Attorneys General Act ("PAGA") (filed February 4, 2021)	3.20
Review and Analyze the Court's Notice of Document Return (filed February 16, 2021)	0.10

Draft, Review and/or Revise Plaintiff's Notice of Withdrawal of Counsel Melissa Newman Avila (filed February 23, 2021)	0.20
Review and Analyze the Court's Notice of Document Return (filed February 25, 2021)	0.10
Review and Analyze the Court's Notice of Document Quality Assurance (filed March 4, 2021)	0.10
Draft, Review, and Revise Plaintiff's Initial Case Management Conference Statement (filed March 12, 2021)	0.40
Review and Analyze the Court's Notice of Document Return (filed March 18, 2021)	0.10
Review and Analyze Defendant's Answer to Plaintiff's FAC alleging Class and PAGA (filed March 19, 2021)	1.70
Review and Analyze the Court's Minute Order re: Case Management Conference (filed March 26, 2021)	0.40
Review and Analyze the Court's Minute Order re: Complex Determination and CMC (filed March 29, 2021)	0.50
Review and Analyze the Court's Class Action Case Management Order (filed April 21, 2021)	1.10
Draft, Review and Revise Plaintiff's Case Management Conference Statement (filed May 24, 2021)	1.20
Review and Analyze the Court's Minute Order re: Case Management Conference (filed May 24, 2021)	0.30
Review and Analyze the Court's 2 nd Minute Order re: Complex Determination and CMC (filed May 25, 2021)	0.20
Draft, Meet and Confer, Review, and/or Revise the Parties Joint Case Management Conference Statement (filed July 19, 2021)	1.20
Review and Analyze the Court's Minute Order re: Case Management Conference (filed July 23, 2021)	0.30

Review and Analyze the Court's Minute Order re: Complex Case Management Conference (filed July 26, 2021)	0.20
Draft, Meet and Confer, Review, and/or Revise the Parties Joint Case Management Conference Statement (filed October 18, 2021)	0.90
Review and Analyze the Court's Minute Order re: Complex Case Management Conference (filed October 21, 2021)	0.20
Review and Analyze the Court's Notice of Status Conference Hearing (filed October 25, 2021)	0.10
Draft, Meet and Confer, Review, and/or Revise the Parties Joint Further Case Management Conference Statement; [Proposed] Order (filed February 10, 2022)	1.00
Review and Analyze the Court's Minute Order re: Further Case Management Conference (filed February 16, 2022)	0.20
Draft, Meet and Confer, Review, and/or Revise the Parties Revised Joint Further Case Management Conference Statement; [Proposed] Order (filed February 17, 2022)	0.80
Review and Analyze the Court's Minute Order re: Status Conference Hearing (filed February 17, 2022)	0.20
Review and Analyze the Court's Notice of Reassignment of Department for All Purposes (filed May 3, 2022)	0.10
Draft, Review, and/or Revise Plaintiff's Motion for Peremptory Disqualification of Assigned Judge (C.C.P. 170.6) on First Amended Complaint; Declaration of Heather Davis in Support (filed May 12, 2022)	0.90
Review and Analyze the Court's Notice of Case Reassignment for All Purposes (filed May 17, 2022)	0.20
Draft, Review, and/or Revise Plaintiff's Motion for Peremptory Disqualification of Assigned Judge (C.C.P. 170.6) on First Amended Complaint; Declaration of Heather Davis in Support (filed May 17, 2022)	1.10
Review and Analyze the Court's Notice of Case Reassignment for All Purposes (filed June 9, 2022)	0.10
Review and Analyze Defendant's Notice of Withdrawal of Counsel (filed June 22, 2022)	0.30

Review and Analyze the Court's Minute Order Continuing October 27, 2022, Hearing to October 31, 2022 (filed September 30, 2022)	0.30
Review and Analyze the Court's Notice of Reassignment for All Purposes (filed October 11, 2022)	0.10
Review and Analyze the Court's Minute Order re: Continuance of Hearing (filed October 17, 2022)	0.20
Draft, Meet and Confer, Review, and/or Revise the Parties Revised Joint Status Conference Statement; [Proposed] Order (filed October 24, 2022)	1.10
Review and Analyze the Court's Notice of Document Return (filed October 25, 2022)	0.10
Review and Analyze the Court's Minute Order (filed October 27, 2022)	0.20
Draft, Meet and Confer, Review, and/or Revise the Parties Revised Joint Status Conference Statement; [Proposed] Order (filed November 22, 2022)	0.90
Review and Analyze the Court's Notice of Document Return (filed November 21, 2022)	0.10
Review and Analyze the Court's Notice of Status Conference Hearing (filed November 22, 2022)	0.20
Draft, Meet and Confer, Review, and Revise the Parties Joint Stipulation Regarding Discovery and Mediation; [Proposed] Order (filed March 15, 2023)	1.10
Review and Analyze the Court's Notice of Status Conference Hearing (filed March 15, 2023)	0.20
Draft, Review, and/or Revise Notice of Entry of Order re: Discovery and Mediation (filed March 16, 2023)	2.10
Draft, Meet and Confer, Review, and Revise the Parties Joint Status Conference Statement; [Proposed] Order (filed May 30, 2023)	0.90
Review and Analyze the Court's Notice of Document Return (filed May 30, 2023)	0.10

Review and Analyze the Court's Minute Order re: Joint Status Conference Statement (filed May 30, 2023)	0.20
Review and Analyze the Court's Notice of Change of Department for All Purposes (filed June 1, 2023)	0.10
Review and Analyze the Court's Notice of Document Return (filed June 26, 2023)	0.10
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement; [Proposed] Order (filed June 27, 2023)	1.10
Review and Analyze the Court's Notice of Status Conference Hearing (filed June 27, 2023)	0.20
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement; [Proposed] Order (filed October 5, 2023)	0.90
Review and Analyze the Court's Notice of Document Return (filed October 5, 2023)	0.10
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement; [Proposed] Order (filed October 9, 2023)	1.10
Review and Analyze the Court's Notice of Status Conference Hearing (filed October 9, 2023)	0.20
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement; [Proposed] Order (filed November 30, 2023)	0.80
Review and Analyze the Court's Notice of Document Return (filed November 30, 2023)	0.10
Review and Analyze the Court's Minute Order re: Joint Status Conference Order (filed December 1, 2023)	0.30
Review and Analyze the Court's Minute Order re: Status Conference Hearing (filed January 16, 2024)	0.20
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement; [Proposed] Order (filed February 20, 2024)	0.90

Review and Analyze the Court's Minute Order re: Status Conference (filed February 21, 2024)	0.10
Draft, Meet and Confer, Review, and Revise the Parties' Joint Status Conference Statement; [Proposed] Order (filed April 19, 2024)	0.90
Review and Analyze the Court's Minute Order re: Continued Status Conference (filed April 19, 2024)	0.20
Review and Analyze the Court's Notice of Document Quality Assurance re: Motion for Preliminary Approval of Class Action and PAGA Settlement (filed April 23, 2024)	0.10
Draft, Review, and/or Revise Notice of Change of Address for Protection Law Group, LLP (filed April 25, 2024)	0.50
Review and Analyze the Court's Minute Order re: Continued Status Conference (filed May 15, 2024)	0.30
Review and Analyze Defendant's Notice of Remote Appearance (filed June 20, 2024)	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Remote Appearance (filed June 20, 2024)	0.60
Review and Analyze the Court's Minute Order re: Status Conference Hearing (filed June 25, 2024)	0.20
Review and Analyze the Court's Minute Order re: Motion for Preliminary Approval (filed June 25, 2024)	0.40
Draft, Meet and Confer, Review, and/or Revise the Parties' Joint Stipulation to Continue Filing of Plaintiff's Motion for Preliminary Approval (filed July 16, 2024)	1.00
Review and Analyze the Court's Minute Order re: Motion for Preliminary Approval (filed July 16, 2024)	0.40
Review and Analyze the Court's Notice of Document Quality Assurance re: Motion for Preliminary Approval (filed August 20, 2024)	0.10
Review and Analyze the Court's Minute Order re: Status Conference Hearing (filed September 17, 2024)	0.20

Review and Analyze the Court's Minute Order Granting Motion for Preliminary Approval (filed September 18, 2024)	0.50
Draft, Meet and Confer, Review, and/or Revise the Parties Joint Stipulation to Continue the Hearing on Motion for Final Approval of Class Action and PAGA Settlement (filed February 5, 2025)	0.90
Review and Analyze the Court's Minute Order Continuing Motion for Final Approval Hearing (filed February 20, 2025)	0.40
Discovery	
Draft, Review, and/or Revise Plaintiff's Discovery Cover Letter, Sample <i>Belaire-West</i> Notice, Form Interrogatories – General, Set One, Demand for Production of Documents, Set One, Special Interrogatories, Set One, and Notice of Deposition of Person Most Knowledgeable of Defendant (served June 8, 2021)	7.00
Review and Analyze Defendant's Cover Letter re: Defendant's Discovery Responses (served September 3, 2021)	0.80
Review and Analyze Defendant's Responses and Objections to Form Interrogatories – General, Set One (served September 3, 2021)	1.10
Review and Analyze Defendant's Responses and Objections to Special Interrogatories, Set One (served September 3, 2021)	1.30
Review and Analyze Defendant's Responses and Objections to Demand for Production, Set One (served September 3, 2021)	1.50
Court/Arbitration Appearances	
Prepare for and Attend Initial Case Management Conference (October 21, 2021)	1.20
Prepare for and Attend Status Conference Hearing (October 27, 2022)	1.20
Prepare for and Attend Status Conference Hearing (April 23, 2024)	1.10
Prepare for and Attend Hearing on Motion for Preliminary Approval (June 25, 2024)	1.30

Prepare for and Attend Hearing on Motion for Final Approval (May 22, 2025)(anticipated)	1.20
Letters and Correspondence	
Draft Request for Personnel File on behalf of Plaintiff Adrian Gomez (served November 2020)	0.40
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Plaintiff Efrain Pereda's Claims for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served November 30, 2020)	2.70
Draft, Review, and Revise <i>Belaire-West</i> Notice (served June 8, 2021)	0.90
Draft Correspondence to and Upload Correspondence with California Labor and Workforce Development Agency Re: Plaintiff Adrian Gomez's Claims for Penalties Under California Labor Code section 2698; Payment of Filing Fees; Proposed Settlement; and Additional Communications	1.80
Preparation for and Discussions with Defendant's Counsel, Draft Correspondence to Defendant's Counsel, and Review and Respond to Correspondence from Defendant's Counsel	43.00
Draft Correspondence to and Review and Respond to Correspondence from Third-Party Settlement Administrators Regarding <i>Belaire-West</i> Notice, Settlement Administration Quotes, Individual Settlement Payment Calculations and Settlement Administration.	18.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Produced by Defendant in advance of the February 28, 2023, Mediation with Paul Grossman, Esq. including amongst other relevant documents wage and Hour policies, personnel file, sampling of time data, sampling of payroll data (NLC000001 – NLC08113).	23.00

Prepare for First Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling Exhibits in Support of Mediation Brief, and Performing Damages Analysis (submitted February 21, 2023)	16.00
Prepare for and Attend Mediation with Paul Grossman, Esq. (February 28, 2023)	9.00
Review and Analyze Paul Grossman, Esq.'s Mediator's Proposal; Discussion with Plaintiff (February 28, 2023)	2.50
Draft, Revise, Negotiate, and Finalize Joint Stipulation of Class Action and PAGA Settlement; Notice of Proposed Class and Representative Action Settlement (executed February 20, 2024)	9.00
Law and Motion	
Draft, Review and Revise Plaintiff's Notice of Motion and Motion for Preliminary Approval; Review Declaration of Phoenix Settlement Administrators in support of Motion for Preliminary Approval; Review Declaration of Bruno W. Katz in support of Motion for Preliminary Approval; Review Proposed Order (filed August 16, 2024)	8.50
Draft, Review, and Revise Declaration of Heather Davis in Support of Plaintiff's Motion for Preliminary Approval (filed August 16, 2024)	3.00
Review and Analyze Court's Order Granting Plaintiff's Motion for Preliminary Approval and setting Motion for Final Approval Hearing Date (filed September 18, 2025)	0.50
Research and Draft Plaintiff's Motion for Final Approval of Class Action Settlement and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Adrian Gomez in Support Thereof; Declaration of Phoenix Settlement Administrators in Support Thereof; and [Proposed] Final Approval Order and Judgment (filed April 23, 2025)(anticipated)	21.50
Total Hours:	342.10

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EXHIBIT 4

Adrian Gomez v. Next Level Construction

Riverside County Superior Court Case No. CVRI2000753

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
December 2020 - February 2025	PAGA Filings, Court Filings, Attorney Service Fees and Court Documents	\$ 4,121.47
March 2021 - January 2023	UPS	\$ 76.92
March 2023 - October 2023	Mediation Fees and Expenses (09/27/2022 Mediation; 02/28/2023 Mediation)	\$ 24,000.00
August 2022 - January 2023	Expert Fees	\$ 2,321.24
February 2025 - February 2026	Estimated Future Costs (filing of Motion for Final Approval, and filing and service of Notice of Entry of Judgment, filing Declaration re Settlement Distribution)	\$ 300.00
TOTAL CURRENT COSTS		\$ 30,519.63
TOTAL COSTS (CURRENT + FUTURE COSTS)		\$ 30,819.63

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EXHIBIT 5