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CHAVEZ, NICHOLAS CHAVEZ

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

HECTOR LEON, individually and on behalf of
all other similarly situated employees,

Plaintiff,

vs.

GOLDEN BAY FENCE PLUS IRON WORKS,
INC., a California Corporation; PAUL
CHAVEZ, an individual; NICHOLAS
CHAVEZ, an individual; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. STK-CV-UOE-2021-0000543

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE BETWEEN PLAINTIFF AND
DEFENDANTS**

This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
“Stipulation of Settlement” is made and entered into by and between Plaintiff Hector Leon, on

1 behalf of himself and all others similarly situated ("Plaintiff"), Golden Bay Fence Plus Iron Works,
2 Inc., Paul Chavez, and Nicholas Chavez ("Defendants").

3 This Stipulation of Settlement shall be binding on Plaintiff and those persons he seeks to
4 represent, and on (i) Golden Bay Fence Plus Iron Works, Inc., Paul Chavez, and Nicholas Chavez
5 ("Defendants"); (ii) each of Defendants' respective past, present and future parents, subsidiaries
6 and affiliates; (iii) the past, present and future partners, shareholders, directors, officers, agents,
7 employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and
8 (iv) any individual or entity which could be jointly liable with any of the foregoing. The Settlement
9 contemplated by this Stipulation of Settlement may hereinafter be referred to as the "Settlement."

10 THE PARTIES STIPULATE AND AGREE as follows:

11 1. Plaintiff and Defendants are collectively referred to herein as "the Parties."

12 2. On January 22, 2021, Plaintiff filed a complaint in the San Joaquin County
13 Superior Court alleging PAGA, class, and individual wage and hour claims against Defendants.

14 3. Plaintiff's Complaint alleges a failure to pay overtime wages, failure to pay
15 minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to provide
16 accurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure to
17 maintain accurate records, unfair competition, and a PAGA cause of action, on behalf of all non-
18 exempt employees who worked for Defendants in California from January 22, 2017, to the present.
19 The term "Action" means this putative class action pending in San Joaquin County Superior Court.
20 The Class Period is from January 22, 2017, to preliminary Court approval of the Settlement.

21 4. This Action has been actively litigated. There have been on-going investigations,
22 and there has been an exchange of extensive information. Plaintiff has not filed a motion for class
23 certification in this action, nor has a date been set by the Court for the filing of such a motion.

24 5. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
25 consist of all persons employed by Defendants as non-exempt employees in California between
26 January 22, 2017, and preliminary Court approval of the Settlement. The Settlement Class,
27 however, shall not include any person who previously settled or released any of the claims covered
28 by this Settlement, any person who previously was paid or received awards through civil or

1 administrative actions for the claims covered by this Settlement, or any person who submits a
2 timely and valid Request for Exclusion as provided in this Settlement.

3 6. Solely for purpose of settling this case, the Parties stipulate and agree that the
4 requisites for establishing class certification with respect to the Settlement Class have been met
5 and are met. More specifically, the Parties stipulate and agree that:

6 a. The Settlement Class is ascertainable and so numerous as to make it
7 impracticable to join all Class Members.

8 b. There are common questions of law and fact including, but not limited to,
9 the following:

10 i. Whether Defendants complied with applicable laws affecting
11 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
12 California Industrial Welfare Commission; and

13 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
14 penalties, interest, and attorneys' fees and costs.

15 c. Plaintiff believes Plaintiff's claims are typical of the claims of the members
16 of the Settlement Class.

17 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of
18 the Settlement Class, and that Galen T. Shimoda, Justin Rodriguez, and Jessica L. Hart of Shimoda
19 Law Corp. should be "Class Counsel," and will fairly and adequately protect the interests of the
20 Settlement Class.

21 e. The prosecution of separate actions by individual members of the
22 Settlement Class would create the risk of inconsistent or varying adjudications, which would
23 establish incompatible standards of conduct.

24 f. With respect to the Settlement Class, Plaintiff believes that questions of law
25 and fact common to the members of the Settlement Class predominate over any questions affecting
26 any individual member in such Class, and a class action is superior to other available means for
27 the fair and efficient adjudication of the controversy.

1 8. Defendants deny any liability or wrongdoing of any kind whatsoever associated
2 with the claims alleged in the Complaint, and further deny that, for any purpose other than settling
3 this Action, this Action is appropriate for class or representative treatment. With respect to
4 Plaintiff's claims, Defendants contend, among other things, that they have complied with all
5 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

6 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
7 discharge all disputes and claims arising from the allegations and causes of action stated in the
8 Complaint. To achieve a full and complete release of Defendants, each Class Member
9 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of
10 any nature reasonably arising out of the allegations made in the Complaint.

11 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
12 full and complete settlement and release of all claims arising from the allegations in the Complaint
13 against (i) Golden Bay Fence Plus Iron Works, Inc., Paul Chavez, and Nicholas Chavez
14 ("Defendants"); (ii) each of Defendants' respective past, present and future parents, subsidiaries
15 and affiliates; (iii) the past, present and future partners, shareholders, directors, officers, agents,
16 employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and
17 (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively
18 "Released Parties").

19 11. Counsel for the Settlement Class have conducted a thorough investigation into the
20 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
21 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of
22 the opinion that the Settlement with Defendants for the consideration and on the terms set forth in
23 this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the
24 Settlement Class in light of all known facts and circumstances, including the risk of significant
25 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
26 Defendants and numerous potential appellate issues. Defendants and Defendants' counsel also
27 agree that the Settlement is fair and in the best interest of the Parties.

12. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement and for entry of judgment in accordance with this Stipulation of Settlement.

13. This Settlement provides for a claims-made administration process wherein Defendants will pay Settlement Awards (defined below) according to a specified formula to each Settlement Class Member who does not request to be excluded from this Settlement and who submits a timely and valid claim form as defined below. The maximum total payment under the Settlement is \$300,000.00, including the Settlement Awards for all claims, the attorneys' fees and litigation costs to Class Counsel, the Enhancement Award to the Class Representative, the claims administration costs, the PAGA penalties, payroll taxes on the wage portion of the Settlement Awards, and any other payments provided by the Settlement. It is understood and agreed that Defendants' maximum total liability under the Settlement shall not exceed the sum of \$300,000.00. It is understood and agreed that Defendants shall have no obligation to pay any person, entity, or organization more than the amount of its maximum total liability under the Settlement.

TERMS OF SETTLEMENT

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

a. It is agreed by and among Plaintiff and Defendants that this Action and any claims, damages or causes of action arising out of the Complaint which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendants, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiff and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been given to the Settlement Class, providing them with an opportunity to submit Claim Forms to participate in the Settlement, or to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class and finally

1 approving this Stipulation of Settlement, without objection by the California Labor and Workforce
2 Development Agency ("LWDA"); and (v) in the event there are objections to the Settlement which
3 are not later withdrawn, the later of the following events: when the period for filing any appeal,
4 writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or
5 other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding
6 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further
7 remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final
8 order with no right to pursue further remedies or relief. In this regard, it is the intention of the
9 Parties that the Settlement shall not become effective until the Court's order approving the
10 Settlement is completely final, and there is no further recourse by an appellant or objector who
11 seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not
12 become effective if Defendants, contrary to Paragraph 13 above, is required to pay more than the
13 total amount of its maximum total liability under the Settlement as set forth in Paragraph 13 under
14 any circumstances. It is further agreed by and between the Parties that this Settlement shall not
15 become effective, and Defendants shall not have any obligation (monetary or otherwise) under the
16 terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of
17 appeal with respect to any objections or the judgment, have been finally exhausted and resolved
18 upholding the terms of this Settlement.

19 c. Maximum Settlement Amount, and Net Settlement Amount: To implement
20 the terms of this Settlement, Defendants agrees to pay on a claims-made basis up to a maximum
21 of \$300,000.00 ("Maximum Settlement Amount"), including all Settlement Awards to Class
22 Members, the Enhancement Award to the Class Representative, PAGA penalty payments, payroll
23 taxes for the wage portion of the Settlement Awards, employer payroll taxes, and claims
24 administration expenses. At no time shall Defendants have the obligation to segregate the funds
25 comprising the Maximum Settlement Amount, and Defendants shall retain exclusive authority
26 over and responsibility for those funds subject to the disbursement of funds necessary for the
27 payment of claims, approved attorneys' fees, approved costs, approved Enhancement Award to
28 the Class Representative, the claims administration fees and expenses, the payment to the LWDA

1 pursuant to PAGA, the employer payroll taxes for the wage portion of the Settlement Awards, and
2 any other payments provided by this Settlement. The Settlement Awards paid to Class Members,
3 the attorneys' fees and litigation costs to Class Counsel, the Enhancement Award to the Class
4 Representative, the fees and expenses of the Claims Administrator, the payment to the LWDA
5 pursuant to PAGA, the employer payroll taxes for the wage portion of the Settlement Awards, and
6 any other payments provided by this Settlement, shall be paid out of the Maximum Settlement
7 Amount. The "Net Settlement Amount," the amount available for potential distribution to Class
8 Members, shall be calculated by deducting from the Maximum Settlement Amount, (i) Class
9 Counsel's attorneys' fees and litigation costs, (ii) the Enhancement Award, (iii) the PAGA penalty
10 payment to the LWDA as described further below, (iv) the employer payroll taxes for the wage
11 portion of the settlement (defined and allocated below), and (v) the fees and expenses of the Claims
12 Administrator. Settlement Awards to the Class Members will be calculated by the Claims
13 Administrator and paid out of the Net Settlement Amount as set forth below.

14 i. Settlement Awards to Class Members: Settlement Awards to Class
15 Members will be determined based on the number of weeks worked by all Class Members during
16 the Class Period based on information provided by Defendants. The workweeks will be calculated
17 by Defendants or the Claims Administrator for Class Members by dividing the total days employed
18 in California as a Class Member during the Class Period by seven. Partial workweeks will not be
19 counted, meaning incomplete workweeks will be rounded down; however, if a Class Member
20 worked only one day as a Class Member, such Class Member will be credited with having worked
21 one workweek for purposes of the Settlement. Defendants' workweek data will be presumed to
22 be correct, unless a particular Class Member proves otherwise to the Claims Administrator by
23 credible written evidence submitted with the Claim Form. All workweek disputes will be resolved
24 and decided by the Claims Administrator, and the Claims Administrator's decision on all
25 workweek disputes will be final and non-appealable. For any amount of the Net Settlement Sum
26 not claimed by Class Members by submitting timely valid Claim Forms or because a Class
27 Member opted out of this Settlement, the Parties agree that the minimum amount to be paid to
28 Class Members who submit valid claims (*i.e.*, the settlement floor) will be 50 percent of the Net

1 Settlement Amount; if the amount claimed by Class Members is less than 50 percent, the amount
2 to be paid to Class Members who submit valid claims will be increased pro rata until 50 percent
3 of the Net Settlement Amount is paid out. Any unclaimed residue remaining in the Net Settlement
4 Amount will remain Defendants' sole and exclusive property. Any person who opts out of the
5 Settlement is not a Class Member, and is ineligible to object to the Settlement or to participate in
6 the Settlement.

7 ii. Private Attorneys General Act Allocation: Subject to Court
8 approval, the Parties have agreed to allocate \$10,000.00 of the Maximum Settlement Amount to
9 Plaintiffs' claims under PAGA. Seventy-five percent (75%) of this amount, or in other words
10 \$7,500.00 will be paid out of the Maximum Settlement Amount to the Labor and Workforce
11 Development Agency ("LWDA") of the State of California, and the remaining balance of
12 \$2,500.00 will remain included in the Net Settlement Amount.

13 iii. Allocation of Settlement Awards: The Parties have agreed, based
14 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
15 Members who submit timely and valid claim forms will be allocated from the Net Settlement
16 Amount and paid as follows: 1/3 will be allocated to alleged unpaid wages for which IRS Forms
17 W-2 will issue; 1/3 will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC
18 will issue; and 1/3 will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC
19 will issue.

20 iv. Settlement Awards Do Not Trigger Additional Benefits: All
21 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
22 in the year in which such awards actually are received by the Class Members. It is expressly
23 understood and agreed that the receipt of such Settlement Awards will not entitle any Class
24 Member to additional compensation or benefits under any company bonus, contest or other
25 compensation or benefit plan or agreement in place during the period covered by the Settlement,
26 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching
27 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement
28 Awards provided for in this Agreement are the sole payments to be made by Defendants to the

1 Class Members in connection with this Settlement, and that the Class Members are not entitled to
2 any new or additional compensation or benefits as a result of having received the Settlement
3 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
4 document that might have been in effect during the period covered by this Settlement).

5 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
6 modification, Defendants further agree to pay, from the Maximum Settlement Amount, Class
7 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 16 below.

8 vi. Class Representative: The Parties agree to the designation of
9 Plaintiff as "Class Representative." Subject to Court approval, Defendants agree to pay Plaintiff,
10 from the Maximum Settlement Amount, an Enhancement Award at no additional cost to the
11 Released Parties, and subject to Plaintiff's execution of a general release of all claims under
12 California Code of Civil Procedure Section 1542. The Enhancement Award cannot exceed
13 \$15,000.00, subject to Court approval, and is in addition to any claimed individual Settlement
14 Award to which Plaintiff is entitled under this Stipulation of Settlement. The Enhancement Award
15 is to be part of, and to be deducted from, the Maximum Settlement Amount. Defendants or the
16 Claims Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to the
17 Plaintiff for Plaintiff's service as a Class Representative, and Plaintiff will be responsible for
18 correctly characterizing this compensation for tax purposes and for paying any taxes on the
19 amounts received. Should the Court approve an Enhancement Award to the Class Representative
20 in an amount less than that set forth above, the difference between the lesser amount approved by
21 the Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount

22 vii. Claims Administrator: The Claims Administrator will be Simpluris,
23 Inc., or such other claims administrator as may be mutually agreeable to the Parties, after review
24 and approval by the Parties of a not-to-exceed quote for claims administration expense which
25 Plaintiff's counsel agrees to request and circulate to Defendants' counsel. All claims
26 administration expenses shall be paid out of the Maximum Settlement Amount. The fees of the
27 Claims Administrator for work done shall be paid by Defendants regardless of the outcome of this
28 Settlement. The expenses associated with settlement administration are not to exceed \$6,500.00.

1 viii. Mailing of Settlement Awards: The Claims Administrator will
2 cause the Settlement Awards to be mailed to the Class Members who have submitted timely and
3 valid Claim Forms, have not opted out of the Settlement, and have not previously released their
4 claims as to Defendants, within 35 calendar days after the Settlement becomes effective as defined
5 in Paragraph 14.b

6 ix. Claim Forms: For each Class Member, there will be pre-printed
7 information on the Claim Form mailed to the Class Member, based on Defendants' records, stating
8 the number of weeks worked as Class Member during the Class Period, along with each Class
9 Member's estimated Settlement Award amount. The Claim Form shall be substantially in the form
10 identified as Exhibit 1 to this Settlement. The pre-printed information based on Defendants'
11 records shall be presumed to be correct, unless written proof to the contrary is provided to the
12 Claims Administrator. A Class Member may challenge the pre-printed information on the Claim
13 Form as to the weeks worked during the Class Period by submitting written evidence to the Claims
14 Administrator with the Claim Form. All disputes regarding weeks worked will be resolved and
15 decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will
16 be final and binding. All Claim Forms must be signed and dated to be considered valid.

17 d. Enhancement Award to Plaintiff for Service as Class Representative: The
18 Claims Administrator will pay the Enhancement Award approved by the Court to Plaintiff within
19 35 calendar days after the Settlement becomes effective as defined in Paragraph 14.b.

20 e. Right to Rescission: If more than five percent (5.0%) of the Settlement
21 Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth
22 in the Notice of Pendency of Class Action and Proposed Settlement, Defendants shall have the
23 right (but need not) in its sole discretion to rescind and void the Settlement, before final approval
24 by the Court, by providing written notice to Class Counsel no later than ten (10) calendar days
25 before the final approval hearing date. If Defendants exercise this option, Defendants shall pay
26 any costs of Settlement claim administration incurred up to that date, but not to include Class
27 Counsel's fees and costs.

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1 percent of the Maximum Settlement Amount, or in other words up to \$105,000.00, and attorneys'
2 costs not to exceed \$10,000.00 from the Maximum Settlement Amount. Defendants will not object
3 to Class Counsel's application for attorneys' fees and litigation costs up to these amounts. The
4 amounts set forth above will cover all work performed and all fees and costs incurred to date, and
5 all work to be performed and all fees and costs to be incurred in connection with the approval by
6 the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the
7 final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser
8 amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the
9 maximum amounts set forth above shall be added to the Net Settlement Amount.

10 17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
11 Counsel within 35 calendar days after the Settlement becomes effective as defined in Paragraph
12 14.b.

13 NOTICE TO THE PLAINTIFF CLASS

14 18. A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for
15 Final Court Approval ("Notice of Pendency of Class Action and Proposed Settlement") shall be
16 jointly drafted by the Parties, and as approved by the Court, shall be sent by the Claims
17 Administrator to the Class Members by first class mail. The Notice of Pendency of Class Action
18 and Proposed Settlement shall be substantially in the form identified as Exhibit 2 to this Settlement.
19 Accompanying the Notice of Pendency of Class Action and Proposed Settlement will be the Claim
20 Form that shall be jointly drafted by the Parties and as approved by the Court.

21 a. Within 30 calendar days of preliminary approval of this Settlement by the Court,
22 Defendants shall provide to the Claims Administrator the Class Members' names, last-known
23 addresses, last-known telephone numbers, Social Security Numbers, and start and end dates during
24 the Class Period. The Parties agree the Social Security Numbers will be used only by the Claims
25 Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class
26 Counsel at any time or in any form. Notwithstanding anything herein to the contrary, neither the
27 Claims Administrator nor the Class Counsel will be entitled to receive confidential information of
28 Defendants (including non-public personal information of its employees) unless and until the

1 Claims Administrator or Class Counsel, as the case may be, signs and delivers a non-disclosure
2 agreement to Defendants on terms and conditions reasonably acceptable to Defendants. To the
3 extent Class Counsel possesses or comes to possess the Class Members' contact information and/or
4 Social Security Numbers from the Claims Administrator Class Counsel shall return all such
5 information (including copies and data or information derived therefrom) within 5 calendar days
6 from the date the Court finally approves the Settlement, shall not retain copies of such information,
7 and shall not maintain or use such information for any purpose. The spreadsheet provided for
8 above, shall be based on Defendants' payroll and other business records and in a format acceptable
9 to the Claims Administrator. Defendants agrees to consult with the Claims Administrator prior to
10 the production date to ensure that the format will be acceptable to the Claims Administrator. The
11 Claims Administrator will run a check of the Class Members' addresses against those on file with
12 the U.S. Postal Service's National Change of Address List. Within 60 calendar days of preliminary
13 approval of this Settlement, the Claims Administrator will mail the Notice and the Claim Form to
14 Class Members.

15 b. Notices and Claim Forms returned to the Claims Administrator as
16 non-delivered during the 60-calendar day period for the filing of claims shall be resent to the
17 forwarding address, if any, on the returned envelope. If there is no forwarding address, the Claims
18 Administrator will do an NCOA check and will skip-trace return mail and re-mail within five (5)
19 days of receipt using the Class Member's Social Security Number; this search will be performed
20 only once per Class Member by the Claims Administrator. Class Members will have a maximum
21 of 15 days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or
22 until the end of the claims filing deadline, whichever is later. Upon completion of these steps by
23 the Claims Administrator, Defendants and the Claims Administrator shall be deemed to have
24 satisfied their obligations to provide the Notice of Pendency of Class Action and Settlement to the
25 affected member of the Settlement Class. The affected member of the Settlement Class shall
26 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
27 Settlement and the Court's Order and Final Judgment.

c. Claim Forms must be completed in full and timely returned to be valid. If a timely submitted Claim Form is not completed in full, the Claims Administrator will send one deficiency notice to the Class Member within fifteen (15) calendar days before the postmark deadline, advising Class Member to cure the deficiency. The deficiency notice will provide the Class Member fifteen (15) calendar days from the date of mailing of the deficiency notice to cure the deficiency; the completed Claim Form must be postmarked no later than the 15th day after the date of mailing of the deficiency notice or the deadline for the submission of Claim Forms (whichever is later), or, unless otherwise agreed upon by the Parties, it must be rejected as untimely by the Claims Administrator. The Claims Administrator will also send one reminder notice to Class Members who have not returned a claim form 20 days before the deadline. The cost of all deficiency or reminder notices shall be part of the Claims Administrator's expenses and paid out of the Maximum Settlement Amount.

d. The Notice of Pendency of Class Action and Settlement shall also identify the procedures for opting out of or objecting to the Settlement.

e. Class Counsel shall provide to the Court, at least sixteen (16) Court days before the final fairness hearing, an initial declaration by the Claims Administrator of due diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class Action and Proposed Settlement, and the Claim Form.

ADMINISTRATION PROCESS

19. Class Members shall have sixty (60) calendar days from the date of mailing to respond to the Notice of Pendency of Class Action and Proposed Settlement.

20. For any Claim Forms submitted by Class Members, they shall be sent directly by Class Members to the Claims Administrator at the address indicated on the Claim Form. The Claims Administrator shall review the Claim Forms and calculate the Settlement Awards. The Claims Administrator will certify jointly to Class Counsel and Defendants' Counsel the outcome of any disputes raised through the Claim Forms. Settlement Awards to Class Members will be mailed by the Claims Administrator within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 14.b. Settlement Award checks shall remain valid and

1 negotiable for one hundred and twenty (120) calendar days from the date of their issuance; the
2 Parties agree the Claims Administrator will send one reminder notice to all Class Members who
3 have not cashed the settlement award check thirty (30) calendar days prior to the deadline; upon
4 the deadline to cash the Settlement Award checks, the checks will automatically be cancelled by
5 the Claims Administrator if not cashed by the Class Member within that time, at which point the
6 Class Member's claim will be deemed void and of no further force or effect, and the Class
7 Member's claims will remain released by the Settlement. The checks provided to Class Members
8 shall prominently state the expiration date or a statement that the checks will expire in one hundred
9 and twenty (120) calendar days, or alternatively, such a statement may be made in a letter
10 accompanying the check. Expired Settlement Award checks will not be reissued, except for good
11 cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement
12 Award checks after the expiration date will be paid within fourteen (14) calendar days after one
13 hundred and twenty (120) day check cashing period expires pursuant to Code of Civil Procedure
14 section 384(b)(3) as follows: 50% to Koinonia Family Services, a non-profit IRS 501(c)(3)
15 charitable organization, to be used for child advocacy programs in the State of California, and 50%
16 percent to Capital Pro Bono, Inc. as *cy pres* recipients, subject to Court approval. Any residue
17 received by Koinonia shall be ordered by the Court to be used solely for child advocacy programs
18 within the State of California pursuant to Code of Civil Procedure section 384(b). Upon
19 completion of its calculation of payments, the Claims Administrator shall provide Defendants with
20 a report listing the amount of all payments to be made to each Class Member. Defendants, on
21 behalf of the Released Parties, will pay to the Claims Administrator the Maximum Settlement
22 Amount within twenty-one (21) calendar days after the Settlement becomes effective as defined
23 in Paragraph 14.b. The Claims Administrator will be responsible for making appropriate
24 deductions, calculating and reporting the employer payroll taxes on the Settlement Awards, paying
25 to Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class
26 Representatives any Court-approved Enhancement Award, paying the LWDA seventy-five
27 percent (75%) of the amount allocated for PAGA penalties above, meeting tax reporting
28 obligations, and for issuing the individual Settlement Awards to Class Members. Proof of

1 compliance with the Court's final approval order will be provided to counsel for the Parties by the
2 Claims Administrator within twenty-one (21) days after all payment obligations, the check cashing
3 deadline for Class Members, and payment to the *cy pres* beneficiaries have passed.

4 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

5 21. Opting Out of the Settlement. For those Class Members who do not wish to
6 participate in the Settlement, such Class Members may exclude themselves by submitting a timely
7 written request to the Claims Administrator. The written request ("Request for Exclusion") should
8 state that he/she has received the Notice of Pendency of Class Action and Proposed Settlement,
9 decided not to participate in the Settlement, and words to the effect that he/she desires to be
10 excluded from the Settlement. The Request for Exclusion must also state the individual's full
11 name, address, date of birth, and the dates he/she worked as a Class Member for Defendants in
12 California. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail,
13 or the equivalent, to the Claims Administrator. All Requests for Exclusion must be postmarked
14 and mailed to the Claims Administrator no later than sixty (60) calendar days after the Claims
15 Administrator mails the Notice of Pendency of Class Action and Proposed Settlement and the
16 Claim Form to the Class Members. Any individual who submits a Request for Exclusion will not
17 be allowed to object to the terms of the Settlement. If an individual submits both an executed
18 Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and
19 the individual will be included in the Settlement Class and will be bound by the terms of the
20 Settlement.

21 22. Objecting to the Settlement. Any individual who does not exclude himself/herself
22 from the Settlement can object to the terms of the Settlement in writing before the deadline to
23 object to the Settlement. To object, the individual must file a written objection and a notice of
24 intention to appear at the Final Approval hearing with the Clerk of the Calaveras County Superior
25 Court of the State of California and send copies to the Claims Administrator, Class Counsel and
26 counsel for Defendants. Any written objection must state each specific reason in support of the
27 objection and any legal support for each objection. The individual must state his/her full name,
28 address, date of birth, and the dates he/she worked as a Class Member in California for Defendants.

1 To be valid and effective, any written objections to approval of the Settlement must be filed with
2 the Clerk of the Court and delivered to the Claims Administrator, Class Counsel and counsel for
3 Defendants no later than sixty (60) calendar days after the Claims Administrator mails the Notice
4 of Pendency of Class Action and Proposed Settlement and the Claim Form to the Class Members.
5 However, a Class Member may appear at the Final Approval Hearing, either in person or through
6 their own counsel, and object to the Settlement Agreement and any of its terms without submitting
7 a prior objection in the manner and by the deadline specified above. If the Court rejects the
8 objection, the individual will be bound by the terms of the Settlement and will not receive any
9 portion of the Settlement amount unless he/she has submitted a valid and timely Claim Form.

10 RELEASE BY THE CLASS

11 23. Effective upon the date of final approval by the Court of this Stipulation of
12 Settlement, and except as to such rights or claims as may be created by this Stipulation of
13 Settlement, the Settlement Class and each member of the Class who has not submitted a valid
14 Request for Exclusion, fully releases and discharges the Released Parties, all claims under state,
15 federal and local law that were or could have been asserted based on the facts and allegations made
16 in the Action, and any amendments thereto, as to the Class Members, including without limitation,
17 California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 246, 246.5, 247, 248.5, 256, 510,
18 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, and 2699, *et seq.*, California's
19 Minimum Wage Order, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8,
20 section 11040, *et seq.*, California Business and Professions Code section 17200, *et seq.*, and
21 including all claims for alleged unpaid wages, rounding time entries, overtime or double time
22 wages, minimum wages, timely payment of wages during employment, timely payment of wages
23 at separation, rest periods and rest period premiums, meal periods and meal period premiums, off-
24 the-clock work, wage statements, payroll records and recordkeeping, unreimbursed business
25 expenses, personal phone usage, personal vehicle usage, failure to provide paid sick leave, failure
26 to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits
27 for payments received under the Settlement, unfair competition, unfair business practices,
28 unlawful business practices, fraudulent business practices, class actions, representative actions,

1 aggrieved party claims, injunctive relief, declaratory relief, liquidated damages, penalties of any
2 nature (including but not limited to civil penalties, waiting-time penalties, wage statement
3 penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations
4 alleged in the Action, from January 22, 2017, through the date the Court finally approves the
5 Settlement (collectively "Released Claims").

6 24. In addition to the Released Claims identified in Paragraph 23, Plaintiff agrees to
7 generally release the Released Parties from any and all claims, whether known or unknown, under
8 all federal, state and local statutes, and federal and state common law (including but not limited to
9 those for contract, tort, and equity), except for workers compensation claims. Plaintiff
10 acknowledges the language of Section 1542 of the California Civil Code, which provides:

11 A general release does not extend to claims that the creditor or
12 releasing party does not know or suspect to exist in his or her favor
13 at the time of executing the release and that, if known by him or her,
would have materially affected his or her settlement with the debtor
or released party.

14 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees
15 that claims or facts in addition to or different from those which are now known or believed by
16 them to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all
17 of the claims, except for workers compensation claims, they now have against the Released Parties,
18 whether known or unknown, suspected or unsuspected.

19 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

20 25. To effectuate the terms of the Settlement, the Parties agree all formal and informal
21 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to cease
22 all affirmative communication (oral and written) with the putative class members, other than
23 through Court-approved notices; this provision does not prevent Class Counsel from
24 communicating with any Class Members who may contact Class Counsel. Plaintiff shall promptly
25 submit this Stipulation of Settlement to the San Joaquin County Superior Court in support of
26 Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness,
27 adequacy and reasonableness. Plaintiff agrees to provide Defendants the opportunity to review,
28 and to approve before filing, Plaintiff's Motion for Preliminary Approval. At the same time

1 Plaintiff submits this Stipulation of Settlement to the San Joaquin County Superior Court, Plaintiff
2 agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly, upon execution
3 of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an order
4 preliminarily approving the Settlement in a form that is mutually agreeable between the Parties
5 and also provides for the following:

6 a. Scheduling a fairness hearing on the question of whether the proposed
7 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and
8 the Class Representative's Enhancement Award should be finally approved as fair, reasonable and
9 adequate as to the members of the Settlement Class;

10 b. Certifying a Settlement Class, Plaintiff Hector Leon as Class
11 Representative, and Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart of Shimoda Law
12 Corp. as Class Counsel;

13 c. Approving as to form and content the proposed Notice of Pendency of Class
14 Action and Proposed Settlement;

15 d. Approving as to form and content the proposed Claim Form;

16 e. Approving the manner and method for Class Members to request exclusion
17 from the Settlement as contained herein and within the Notice of Pendency of Class Action and
18 Proposed Settlement;

19 f. Directing the mailing of the Notice of Pendency of Class Action and
20 Proposed Settlement and the Claim Form by first class mail to the Class Members; and

21 g. Preliminarily approving the Settlement subject only to the objections of
22 Class Members and final review by the Court; and

23 h. Enjoining Plaintiff and all Class Members from filing or prosecuting any
24 other cases, claims, suits or administrative proceedings (including filing claims with the Division
25 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
26 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
27 with the Claims Administrator and the time for filing claims with the Claims Administrator has
28 elapsed.

1 i. The Preliminary Approval Order shall be substantially in the form identified
2 as Exhibit 3 to this Settlement.

3 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

4 26. Class Counsel agreed to return all confidential documents, lists and data in all forms
5 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
6 Settlement. Plaintiff agrees to provide Defendants the opportunity to review, and to approve
7 before filing, Plaintiff's Motion for Final Approval of Class Action Settlement. Class Counsel
8 agrees to submit a proposed final order and judgment, in a form that is mutually agreeable between
9 the parties and also provides for the following:

10 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
11 and adequate, and directing consummation of its terms and provisions;

12 b. Approving Class Counsel's application for an award of attorneys' fees and
13 litigation costs;

14 c. Approving the Enhancement Award to the Class Representative; and

15 d. Entering judgment in accordance with California Rules of Court, Rule
16 3.769(h), and permanently barring and enjoining all members of the Settlement Class from
17 prosecuting against Defendants; each of Defendants' respective past, present and future parents,
18 subsidiaries and affiliates; the past, present and future partners, shareholders, directors, officers,
19 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the
20 foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

21 e. The Final Approval Order shall be substantially in the form identified as
22 Exhibit 4 to this Settlement.

23 PARTIES' AUTHORITY

24 27. The signatories hereto hereby represent that they are fully authorized to enter into
25 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

26 MUTUAL FULL COOPERATION

27 28. The Parties agree to fully cooperate with each other to accomplish the terms of this
28 Stipulation of Settlement, including, but not limited to, execution of such documents and taking

1 such other action as reasonably may be necessary to implement the terms of this Stipulation of
2 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
3 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
4 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
5 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
6 assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the
7 Court's final approval of this Stipulation of Settlement.

8 29. The Parties and their respective counsel agree that they will not attempt to
9 encourage or discourage Class Members from filing Claim Forms or Requests for Exclusion.

10 NO PRIOR ASSIGNMENTS

11 30. The Parties and their counsel represent, covenant and warrant that they have not
12 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
14 action or right herein released and discharged except as set forth herein.

15 NO ADMISSION

16 31. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
17 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
18 the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement
19 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
20 and expenses.

21 ENFORCEMENT ACTIONS

22 32. The Parties agree that the San Joaquin County Superior Court shall retain
23 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
24 Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
25 any legal action or other proceeding against any other Party or Parties to enforce the provisions of
26 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
27 Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party
28

1 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in
2 connection with any enforcement actions.

3 NOTICES

4 33. Unless otherwise specifically provided herein, all notices, demands or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given
6 as of the third business day after mailing by United States registered or certified mail, return receipt
7 requested, addressed as follows:

8 To Plaintiff and the Settlement Class:

9 Galen T. Shimoda, Esq.
10 SHIMODA LAW CORP.
11 9401 East Stockton Boulevard, Suite 120
12 Elk Grove, California 95624

13 To Defendants:

14 Cary G. Palmer, Esq.
15 JACKSON LEWIS P.C.
16 400 Capitol Mall, Suite 1600
17 Sacramento, CA 95814

18 NO PUBLIC COMMENT

19 34. The Class Representative and Class Counsel will not make any public disclosure of
20 the Settlement or this Confidential Memorandum of Understanding, except through Court filings
21 to approve the Settlement. Class Counsel will take all steps necessary to ensure that the Class
22 Representative is aware of, and will ensure that Class Representative adheres to the restriction
23 against any public disclosure of the Settlement or this Confidential Memorandum of
24 Understanding. Following preliminary Court approval of the Settlement, the Class Representative
25 and Class Counsel will not initiate any communications (directly or indirectly) with the media
26 regarding the Action. Class Counsel will take all steps reasonably necessary to ensure the Class
27 Representative is aware of, and will ensure that he will adhere to, the restriction against any media
28 comment on the Settlement and its terms.

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CLASS MEMBER SIGNATORIES

40. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice of Pendency of Class Action and Proposed Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

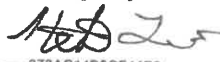
41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: 11/30/2021

DocuSigned by:



HECTOR LEON

Defendants

GOLDEN BAY FENCE PLUS IRON WORKS, INC.

Dated: _____

By: _____
Authorized Officer or Agent

Dated: _____

PAUL CHAVEZ

Dated: _____

NICHOLAS CHAVEZ

1 CLASS MEMBER SIGNATORIES

2 40. It is agreed that because the members of the Class are so numerous, it is impossible
3 or impractical to have each member of the Class execute this Stipulation of Settlement. The Notice
4 of Pendency of Class Action and Proposed Settlement will advise all Class Members of the binding
5 nature of the release, and the release shall have the same force and effect as if this Stipulation of
6 Settlement were executed by each member of the Class.

7 COUNTERPARTS

8 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
9 signatures, and when each party has signed and delivered at least one such counterpart, each
10 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
11 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
12 and effective as to all Parties.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
14 Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set
15 forth below:

16 Plaintiff and Class Representative

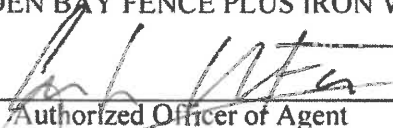
17 Dated: _____

18 HECTOR LEON

19 Defendants

20 GOLDEN BAY FENCE PLUS IRON WORKS, INC.

21 Dated: 11/30/21

22 By: 
Authorized Officer of Agent

23 Dated: 11/30/21

24 RALPH CHAVEZ

25 Dated: 11/30/21

26 NICHOLAS CHAVEZ
27
28

1 APPROVED AS TO FORM:

SHIMODA LAW CORP.

2
3 Dated: 12/1/21

By: 
Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Attorneys for Plaintiff and Class Members

6
7 JACKSON LEWIS P.C.

8 Dated: 12.03.21

By: 
Cary G. Palmer
Evan D. Beecher
Attorneys for Defendants

EXHIBIT 1

CLAIM FORM
LEON V. GOLDEN BAY FENCE PLUS IRON WORKS, INC.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN
CASE NO. STK-CV-UOE-2021-0000543

You must complete this Claim Form to be eligible for a monetary recovery. Incomplete and/or late Claim Forms will be rejected. You must complete, sign, date and mail this Claim Form by first-class mail postmarked on or before _____, and addressed to the claims administrator at the following address in order to be eligible to receive a settlement payment. Whether you are a current or former non-exempt employee in California, your decision as to whether or not to submit this Claim Form will in no way affect your employment with Golden Bay Fence Plus Iron Works, Inc., Paul Chavez, and Nicholas Chavez ("Defendants"). Defendants will not retaliate against you in any way for making a claim in this case.

MAIL TO: Simpluris, Inc. 3176 Pullman Street, Suite 123 Costa Mesa, CA 92626 Telephone: 1 (800) 779-2104
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INSTRUCTIONS

- A. You must complete, sign, date and mail this Claim Form to be eligible for a settlement award. Your Claim Form must be filled out completely, signed, dated and postmarked on or before _____, or it will be rejected and will not entitle you to any monetary recovery.
- B. You are responsible for maintaining a copy of the fully completed Claim Form and proof of mailing.
- B. If you move, please send the Claims Administrator, Simpluris, Inc., your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

(1) Please review the following identifying information, and make any necessary changes in the right-hand column:

Claim # First, Last c/o Address1 Address2 City, State, Zip, Country () Area Code Work Telephone Number	Name/Address Changes (if any): _____ _____ _____ () Area Code Home Telephone Number
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(2) Weeks Worked During Class Period: According to Defendants' records, you worked _____ workweeks in California as a non-exempt employee between January 22, 2017, and [Preliminary Approval Date] ("Class Period"). Your individual share of the Settlement is estimated to be approximately \$ _____.

(3) If you disagree with the number of workweeks stated in Paragraph (2) above, please indicate how many workweeks you believe you worked as a non-exempt employee in California during the Class Period and explain why you believe Defendants' records are mistaken:

If you dispute the number of workweeks as stated in Paragraph (2) above, Defendants' records will control unless you are able to provide documentation with this Claim Form that establishes otherwise, and that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator as described in the Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement that accompanies this Claim Form. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

Please Note: All Settlement Awards are subject to taxation as wages and will be reported to the IRS and state tax authorities. You will receive IRS Forms W-2 and 1099-MISC covering your Settlement Award. Although Defendants have your Social Security Number, your check will be issued by the Claims Administrator. Accordingly, you must complete the below form.

Taxpayer Identification Number Certification – Substitute IRS Form W-9

Enter your Social Security Number (SSN): _____ - _____ - _____

Print name as shown on your income tax return if different from [name]

Name: _____
(First) (Middle) (Last)

Under penalty of perjury, I certify that;

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien). Please Circle One: Yes No

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above information is true and correct.

Signature: _____ Date: ____/____/____

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

My signature below constitutes a full and complete release by me of: Golden Bay Fence Plus Iron Works, Inc., Paul Chavez, and Nicholas Chavez ("Defendants"); each of Defendants' respective past, present and future parents, subsidiaries and affiliates; the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties"). For all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 246, 246.5, 247, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, 2699, *et seq.*, California's Minimum Wage Order, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, and including all claims for alleged unpaid wages, rounding time entries, overtime or double time wages, minimum wages, timely payment of wages during employment, timely payment of wages at separation, rest periods and rest period premiums, meal periods and meal period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unreimbursed business expenses, personal phone usage, personal vehicle usage, failure to provide paid sick leave, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from January 22, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims"). I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

(Sign your name here)

(Date)

EXHIBIT 2

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

HECTOR LEON, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

GOLDEN BAY FENCE PLUS IRON WORKS, INC., a
California Corporation; PAUL CHAVEZ, an individual;
NICHOLAS CHAVEZ, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2021-0000543

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT**

ATTENTION: ALL PERSONS EMPLOYED BY GOLDEN BAY FENCE PLUS IRON WORKS, INC. AS NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM JANUARY 22, 2017, THROUGH [PRELIMINARY APPROVAL DATE]:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE _____, 2022.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California for San Joaquin County entered _____, 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of San Joaquin on behalf of all individuals employed by Golden Bay Fence Plus Iron Works, Inc. as non-exempt employees in California between January 22, 2017 and [Preliminary Approval Date] (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

The "Released Parties" in the Action include (i) Golden Bay Fence Plus Iron Works, Inc., Paul Chavez, and Nicholas Chavez ("Defendants"); (ii) each of Defendants' respective past, present and future parents, subsidiaries and affiliates; (iii) the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing

You have received this notice because records indicate you worked as a non-exempt employee in California for Defendants during the Class Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On January 22, 2021, Plaintiff Hector Leon ("Plaintiff" or "Class Representative") filed a complaint against Defendants in the San Joaquin County Superior Court on behalf of himself and other non-exempt employees who worked for Defendants in California for alleged violations of the California Labor Code. ("Complaint"). The term "Action" means this putative class and Private Attorneys General Act ("PAGA") action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-0000543. The Class Period is between January 22, 2021, and [Preliminary Approval Date] (the "Class Period").

Plaintiff's Complaint alleges a failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay wages, failure to reimburse expenses, unfair competition, and a PAGA cause of action, on behalf of all non-exempt employees who worked for Defendants in California from January 22, 2017, to the present. Plaintiff's Complaint seeks recovery of penalties, interest, and attorneys' fees and costs. Defendants deny all claims, and deny that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all know facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to deny all allegations and claims.

The Parties have since entered into a Joint Stipulation of Settlement and Release between Plaintiff and Defendants, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendants agree to pay on a claims made basis up to a Maximum Settlement Amount of \$300,000 for all claims, damages, attorneys' fees, costs, the enhancement award, employer payroll taxes, penalties, and claims administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount which equals \$105,000, attorneys' costs not to exceed \$10,000, an Enhancement Award to the Class representative not to exceed \$15,000, the fees and expenses of the Claims Administrator estimated not to exceed \$6,500, the employer payroll taxes on the wage portion of the Settlement Awards, and \$7,500 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period and the number of Class Members who submit claims.

The Claim Form will list for each Class Member the number of weeks each Class Member worked during Class Period and his/her estimated Settlement Award.

B. Settlement Formula, and Settlement Awards

Defendants will pay Settlement Awards through a Claims Administrator, as described below, to each Class Member who submits a timely Claim Form and has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 1/3 alleged unpaid wages for which IRS Forms W-2 will issue and 2/3 for alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendants' records. The Claims Administrator or Defendants, based on Defendants' records, will calculate the number of workweeks for each Class Member during the Class Period. The number of weeks worked will be calculated by dividing by seven the total number of days worked by the Class Member for Defendants in California during the Class Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one workweek for purposes of the Settlement. For any amount of the Net Settlement Sum not claimed by Class Members by submitting timely valid Claim Forms or because a Class Member opted out of this Settlement, the Parties agree that the minimum amount to be paid to Class Members who submit valid claims (*i.e.*, the settlement floor) will be 50 percent of the Net Settlement Amount; if the amount claimed by Class Members is less than 50 percent, the amount to be paid to Class Members who submit valid claims will be increased pro rata until 50 percent of the Net Settlement Amount is paid out. Any unclaimed residue remaining in the Net Settlement Amount will remain Defendants' sole and exclusive property.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records

For each Class Member, the amount payable to the Class Member will be calculated by the Claims Administrator from

Defendants' records. Defendants' records will be presumed correct, unless evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member with the Claim Form. The dispute will be resolved by the Claims Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Settlement and Release between Plaintiff and Defendants contains a release which releases Defendants and the Released Parties from all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 246, 246.5, 247, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, 2699, *et seq.*, California's Minimum Wage Order, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, and including all claims for alleged unpaid wages, rounding time entries, overtime or double time wages, minimum wages, timely payment of wages during employment, timely payment of wages at separation, rest periods and rest period premiums, meal periods and meal period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unreimbursed business expenses, personal phone usage, personal vehicle usage, failure to provide paid sick leave, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from January 22, 2017 through the date the Court finally approves the Settlement (collectively "Released Claims").

E. Resolution of Workweek Disputes

If a Class Member disputes the accuracy of Defendants' records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Claims Administrator with the Claim Form. All workweek disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, Class Representative will receive an Enhancement Award up to \$15,000.00. This payment will be made for his service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendants' attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendants agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals \$105,000, and attorneys' costs not to exceed \$10,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Claims Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Defendants as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

The Request for Exclusion must be postmarked no later than _____, 2021. If you submit a Request for Exclusion which is not postmarked by _____, 2021, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

B. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for _____, 2021, _____ Department _____. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the San Joaquin County Superior Court, at 180 E Weber Ave., Suite 200, CA Stockton, CA 95202, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Galen T. Shimoda, Esq.
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624

DEFENDANTS' COUNSEL

Cary G. Palmer, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Defendants. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Claims Administrator and each of the above-listed attorneys no later than 60 calendar days after the Claims Administrator mails the Notice and the Claim Form to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Calaveras County Superior Court, and deliver copies to the Claims Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 60 days after the Claims Administrator mails the Notice and the Claim Form to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at _____ /a.m./p.m. (Pacific Time) on _____, 2022, in Department _____, Superior Court of the State of California for the County of San Joaquin, _____, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendants and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims even if you do not submit a Claim Form. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____ of the Superior Court of the State of California for the County of San Joaquin _____, on _____, 2022, at ____ /a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than _____, 2022, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees which equals \$105,000, and not more than \$10,000 for attorneys' costs.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants ("Settlement Agreement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin at 180 E Weber Ave., Suite 200, CA Stockton, CA 95202. You may also visit www._____.com, which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Galen T. Shimoda, Esq.
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624

(916) 525-0716 Telephone
(916) 760-3733 Facsimile
Email: attorney@shimodalaw.com

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

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 3

GALEN T. SHIMODA (SBN 226752)
JUSTIN P. RODRIGUEZ (SBN 278275)
JESSICA L. HART (SBN 331441)
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff HECTOR LEON,
on behalf of himself and similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

HECTOR LEON, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

GOLDEN BAY FENCE PLUS IRON
WORKS, INC., a California Corporation;
PAUL CHAVEZ, an individual;
NICHOLAS CHAVEZ, an individual; and
DOES 1 to 100, inclusive,

Defendants.

CASE NO. STK-CV-UOE-2021-0000543

CLASS ACTION

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

Date:
Time:
Dept.:
Judge:

Filed: January 22, 2021
Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on _____, in Department ____ before the Honorable _____, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and
8 Defendants ("Stipulation of Settlement") filed herewith. All terms used herein shall have the same
9 meaning as defined in the Stipulation of Settlement.

10 2. The settlement set forth in the Joint Stipulation of Settlement and Release Between
11 Plaintiff and Defendants appears to be fair, adequate and reasonable to the Class. The Settlement falls
12 within the range of reasonableness and appears to be presumptively valid, subject only to any objections
13 that may be raised at the final fairness hearing and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
15 fees to Class Counsel, costs of administration and the Class Representatives' Enhancement Award
16 should be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled
17 in Department _____ on the date and time set forth in the implementation schedule in Paragraph 10 below.

18 4. This Court approves, as to form and content, the Claim Form (Exhibit 1), and the Notice
19 of Pendency of Class Action, Proposed Settlement and Hearing Date for Final Court Approval
20 ("Notice") (Exhibit 2). The Court approves the procedure for Class Members to participate in, to opt
21 out of, and to object to, the Settlement as set forth in the Joint Stipulation of Settlement and Release
22 Between Plaintiff and Defendants and Notice.

23 5. The Court directs the mailing of the Notice of Pendency of Class Action and Proposed
24 Settlement, and the Claim Form by first class mail to the Class Members in accordance with the
25 Implementation Schedule set forth below. The Court finds the dates selected for the mailing and
26 distribution of the Notice and the Claim Form, as set forth in the Implementation Schedule, meet the
27 requirements of due process and provide the best notice practicable under the circumstances and shall
28 constitute due and sufficient notice to all persons entitled thereto.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

7. The Court confirms Plaintiff Hector Leon as Class Representative, and Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart of Shimoda Law Corp. as Class Counsel.

8. The Court confirms the appointment of Simpluris, Inc. as the Claims Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator and the time for filing claims with the Claims Administrator has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Claims Administrator	[30 calendar days after Order granting Preliminary Approval]
b.	Deadline for Claims Administrator to Mail Notice and Claim Form to Class Members	[60 calendar days after Order granting Preliminary Approval]
c.	Deadline for Class Members to Postmark Claim Forms	[60 calendar days after mailing of the Notice and Claim Form]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Notice and Claim Form]
e.	Deadline for Receipt by Court, Claims Administrator, and Counsel of any Objections to Settlement	[60 calendar days after mailing of the Notice and Claim Form]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days before Final Approval Hearing]

g.	Deadline for Claims Administrator to file Declaration of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
h.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided the number and percentage of opt outs previously provided to Defendant]
i.	Final Fairness Hearing and Final Approval	Date: _____ Time: _____ Department: _____
j.	Deadline for Defendant to fund settlement	[21 calendar days after Effective Date]
k.	Deadline for Claims Administrator to mail the Settlement Awards, the Enhancement Award, and the Attorneys' Fees and Costs (if Settlement is Effective)	[35 calendar days after Effective Date]
l.	Deadline for Class Members to cash settlement checks (if Settlement is Effective)	[120 calendar days after Claims Administrator mails the Settlement Awards and the Enhancement Awards]
m.	Deadline for Claims Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiaries (if Settlement is Effective)	[Within 14 calendar days after the deadline for class members to cash Settlement checks]
n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payments, and payment to the LWDA (if Settlement is Effective)	[Within 21 calendar days after the deadline for Claims Administrator to pay and unclaimed residue from uncashed checks to <i>cy pres</i> beneficiaries]

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 4

GALEN T. SHIMODA (SBN 226752)
JUSTIN P. RODRIGUEZ (SBN 278275)
JESSICA L. HART (SBN 331441)
SHIMODA LAW CORP.
9401 East Stockton Boulevard, Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff HECTOR LEON,
on behalf of himself and similarly situated employees

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

HECTOR LEON, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

GOLDEN BAY FENCE PLUS IRON
WORKS, INC., a California Corporation;
PAUL CHAVEZ, an individual; NICHOLAS
CHAVEZ, an individual; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. STK-CV-UOE-2021-0000543

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Date:
Time:
Dept.:
Judge:

Filed: January 22, 2021
Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced class action ("Action") having come before the Court on _____, in Department ____ before the Honorable _____, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgement ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered _____, and as set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and Defendants ("Stipulation") in the Action, and due and adequate notice having been given

1 to all Class Members as required in the Preliminary Approval Order, and the Court having considered
2 all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing
3 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

4 1. All terms used herein shall have the same meaning as defined in the Stipulation.

5 2. Consistent with the definitions provided in the Stipulation, the term "Settlement Class"
6 and "Class Members" shall mean the following: all persons employed by Defendants as non-exempt
7 employees in California between January 22, 2017, and _____ [Preliminary Approval Date].
8 The Settlement Class, however, shall not include any person who previously settled or released the
9 claims covered by this Settlement, any person who previously was paid or received awards through civil
10 or administrative actions for the claims covered by this Settlement, or any person who submitted a timely
11 and valid Request for Exclusion as provided in this Settlement. The "Class Period" shall be January 22,
12 2017, through _____ [Preliminary Approval Date]. For purposes of the Settlement and this
13 Final Order, "Released Parties" as referenced herein and as released in the Settlement shall collectively
14 mean: (i) Golden Bay Fence Plus Iron Works, Inc., Paul Chavez, and Nicholas Chavez ("Defendants");
15 (ii) each of Defendants' respective past, present and future parents, subsidiaries and affiliates; (iii) the
16 past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers,
17 predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which
18 could be jointly liable with any of the foregoing. The term "Action" shall mean this class action.

19 3. This Court has jurisdiction over the subject matter of this Action and over all Parties to
20 this Action, including all Class Members.

21 4. Distribution of the Notice and the Claim Form directed to the Class Members as set forth
22 in the Stipulation and the other matters set forth therein has been completed in conformity with the
23 Preliminary Approval Order, including notice to all Class Members who could be identified through
24 reasonable effort, is the best notice practicable under the circumstances. The Notice provided due and
25 adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement
26 set forth in the Stipulation, to all persons entitled to such Notice, and the Notice fully satisfied the
27 requirements of due process. All Class Members and all Released Claims are covered by and included
28 within the Settlement and this Final Order.

1 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
2 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that
3 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
4 applicable requirements for final approval of this class action settlement under California law, including
5 the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure
6 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800,
7 821.

8 6. The Court hereby approves the Settlement set forth in the Stipulation and finds that the
9 Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
10 Settlement according to its terms. The Court finds that the Settlement has been reached as a result of
11 intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties
12 have conducted extensive investigation and research, and counsel for the Parties are able to reasonably
13 evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional
14 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
15 of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and
16 recognizes the significant value to the Class Members. The Court also finds that the Class is properly
17 certified as a class for settlement purposes only.

18 7. As of the date of entry of this Final Order, each and every Released Claim (as defined in
19 the Stipulation and set forth below) of each and every Class Member is and shall be deemed to be
20 conclusively released as against the Released Parties. As of the date of this Final Order, the Class
21 Representatives and each and every Class Member who has not submitted a valid Request for Exclusion
22 is hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to
23 such rights or claims as may be created by the Settlement, against Defendants and the Released Parties
24 from any and all claims under state, federal and local law that were or could have been asserted based
25 on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members,
26 including without limitation, California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 246,
27 246.5, 247, 248.5, 256, 510, 512, 558, 558.1, 1174, 1193.6, 1194, 1194.2, 1197.1, 2802, 2699, *et seq.*,
28

1 California's Minimum Wage Order, California Industrial Commission Wage Orders, Cal. Code Regs.,
2 Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, and including
3 all claims for alleged unpaid wages, rounding time entries, overtime or double time wages, minimum
4 wages, timely payment of wages during employment, timely payment of wages at separation, rest
5 periods and rest period premiums, meal periods and meal period premiums, off-the-clock work, wage
6 statements, payroll records and recordkeeping, unreimbursed business expenses, personal phone usage,
7 personal vehicle usage, failure to provide paid sick leave, failure to pay additional 401(k) benefits and/or
8 deferred compensation benefits and/or matching benefits for payments received under the Settlement,
9 unfair competition, unfair business practices, unlawful business practices, fraudulent business practices,
10 class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief,
11 liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time
12 penalties, wage statement penalties, and PAGA penalties), interest, fees, costs, as well as all other claims
13 and allegations alleged in the Action, from January 22, 2017 through the date the Court finally approves
14 the Settlement (collectively "Released Claims").
15

16 The release of claims shall not include any claims that cannot be released as a matter of law. In
17 addition, as of the date of this Final Order, the Class Representative and the Settlement Class, and each
18 member of the Class who has not submitted a valid Request for Exclusion, is forever barred, and
19 enjoined from instituting or accepting damages or obtaining relief against the Released Parties for any
20 period from January 22, 2017, up to and including the date of final approval of the Settlement, relating
21 to the Released Claims.

22 8. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission
23 by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity of
24 any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties.
25 Neither this Final Order, the Stipulation, nor any document referred to herein, nor any action taken to
26 carry out the Stipulation is, may be construed as, or may be used as, an admission by or against
27 Defendants, or any of the other Released Parties, of any fault, wrongdoing, or liability whatsoever. The
28 entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall

1 not in any event be construed as, or deemed to be evidence of, an admission or concession with regard
2 to the denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered
3 in evidence in any action or proceeding in any court, administrative agency or other tribunal for any
4 purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation, the Released
5 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released
6 Parties may file in the Action, or submit in any other proceeding, the Final Order, the Stipulation, and
7 any other papers and records on file in the Action as evidence of the Settlement to support a defense of
8 *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense
9 as to the Released Claims.

10 9. The Court hereby enters judgment in the entire Action as of the filing date of this Final
11 Order, pursuant to the terms set forth in the Stipulation. Without affecting the finality of this Final Order
12 in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and
13 enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code
14 of Civil Procedure section 664.6.

15 10. The Court finds the settlement payments provided for under the Settlement to be fair and
16 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to
17 be made and administered in accordance with the terms of the Settlement.

18 11. The Court hereby confirms Galen T. Shimoda, Justin P. Rodriguez and Jessica L. Hart
19 of Shimoda Law Corp. as Class Counsel in the Action.

20 12. The Court further finds that the common fund doctrine is applicable to this Action
21 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately
22 traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee
23 can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage
24 of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys'
25 fees request of thirty-five percent (35%) of the common fund to be appropriate compensation for Class
26 Counsel. The attorneys' fees request is within the range that has been approved by other Courts in
27 similar cases and reasonable in light of the circumstances of this case, the substantial and beneficial
28 results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this

1 Action, which included potential loss at summary judgment, certification, and/or trial proceedings.
2 Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class
3 Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$105,000.00 and
4 attorneys' costs in the amount of \$ _____, from the Gross Settlement Amount as final payment for
5 and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
6 Counsel and any other person or entity related to the Action. The Court further orders that the award of
7 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the
8 Stipulation, and made payable to and deposited into the bank account of "Shimoda Law Corp." as Class
9 Counsel in the Action.

10 13. The Court also hereby approves and orders an Enhancement Award to Plaintiff and Class
11 Representative Hector Leon in the amount of \$15,000.00 from the Gross Settlement Amount.

12 14. The Court also hereby approves and orders payment in the amount of \$7,500.00 from the
13 Gross Settlement Amount for PAGA penalties, payable to the California Labor and Workforce
14 Development Agency.

15 15. The Court also hereby approves and orders payment from the Gross Settlement Amount
16 for actual claims administration expenses incurred by the Claims Administrator, Simpluris, Inc. in the
17 amount of \$ _____.

18 16. The Court also hereby approves and orders that any residue from uncashed settlement
19 award checks after the expiration date will be split 50/50 and paid out in equal shares to Koinonia Family
20 Services, a non-profit 501(c)(3) organization with child advocacy programs within the State of
21 California, and Capital Pro Bono, Inc., as the *cy pres* recipients pursuant to Code of Civil Procedure
22 section 384(b); any residue received by Koinonia Family Services shall be used solely for child advocacy
23 programs within the State of California pursuant to Code of Civil Procedure section 384(b).

24 17. The Court also hereby finds and orders that the Stipulation is and constitutes a fair,
25 adequate, and reasonable compromise of the Released Claims against Defendants and the Released
26 Parties.

27 18. Provided the Settlement becomes effective under the terms of the Stipulation, the Court
28 also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees

1 and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the
2 Preliminary Approval Order.

3 19. The Court also hereby finds that there were no objections to the Settlement raised by any
4 person on the record at the hearing on the Final Order.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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7 Dated: _____

8 JUDGE OF THE SUPERIOR COURT
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