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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARCADIO PINTO FLORES, JOSHUA BRAVO
 and ALEX FERNANDO IBOY XOJ, individually,
 and on behalf of all others similarly situated,

Plaintiffs,

v.

J GINGER MASONRY, L.P., a limited
 partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV46463

*Assigned for all purposes to the Honorable
 Carolyn B. Kuhl, Department 12*

**STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT**

PAGA Case No.

LWDA-CM-814198-20:

December 2, 2020

Action Filed:

December 3, 2020

FAC Filed:

November 9, 2021

Trial Date:

None Set

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CLASS AND REPRESENTATIVE ACTION SETTLEMENT

I. INTRODUCTION AND MUTUAL INTENT TO SETTLE

1. Stipulating Parties and the Action. This Stipulation of Class and Representative Action Settlement (“Settlement” or “Settlement Agreement”) is made by and between Plaintiffs Joshua Bravo and Alex Fernando Iboy Xoj (“Plaintiffs”) and Defendant J Ginger Masonry, L.P. (“Defendant”) (jointly, the “Parties”) in *Flores, et al. v. J Ginger Masonry, L.P.*, Los Angeles County Superior Court, Case No. 20STCV46463 (the “Action”).

2. Stipulating Parties’ Joint Statement of Purpose and Intent to Settle. The Parties intend that this Settlement Agreement, subject to Court approval, shall fully, finally, forever resolve, discharge and settle this Action and have agreed to work diligently and cooperatively to present this Settlement Agreement to the Court so that it is finally approved and that the Action is finally adjudged.

II. DEFINITIONS

3. Action. “Action” means the putative class and representative action entitled *Flores, et al. v. J Ginger Masonry, L.P.*, Los Angeles County Superior Court, Case No. 20STCV46463, filed December 3, 2020.

4. Class. “Class” means all current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period.

5. Class Counsel. “Class Counsel” means Moon & Yang, APC including Kane Moon and Roy K. Suh.

6. Class Counsel Cost Award. “Class Counsel Cost Award” means the amount not exceeding twenty thousand dollars and zero cents (\$20,000.00), payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class Counsel’s reasonable litigation expenses incurred in litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

7. Class Counsel Fee Award. “Class Counsel Fee Award” means the amount of no less than five hundred fifty-seven thousand, two hundred thirty dollars and zero cents (\$557,230.00) or one-third (1/3) of the Gross Settlement Amount, whichever is greater, payable from the Gross Settlement Amount and due to Class Counsel as reasonable attorneys’ fees for litigating and resolving the Action; if the Court

1 finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

2 8. Class List. "Class List" means a Microsoft Excel (or similar electronically manipulatable)
3 spreadsheet containing the following information regarding each Class Member: (1) full name; (2) last
4 known address; (3) last known telephone number; (4) social security number or taxpayer identification
5 number; (5) start and end dates of employment as a non-exempt employee of Defendant in the State of
6 California; (6) total Workweeks worked during the Class Period; (7) total PAGA Pay Periods worked
7 during the PAGA Period; and (8) any other information the Settlement Administrator reasonably requires
8 to carry out its settlement administration duties.

9 9. Class Member. "Class Member" means any current or former hourly non-exempt employee
10 who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class
11 Period.

12 10. Class Notice. "Class Notice" means the Notice of Class and Representative Action
13 Settlement, substantially in the form attached as **Exhibit 1**, summarizing this Settlement Agreement
14 including its key terms, its binding nature, procedures for opting out of the Settlement and release of
15 Released Claims that do not arise under PAGA and the procedures for objecting to the Settlement.

16 11. Class Period. "Class Period" means the period commencing on December 3, 2016 through
17 November 1, 2022.

18 12. Class Representative Service Award. "Class Representative Service Award" means the
19 amount not exceeding seven thousand, five hundred dollars and zero cents (\$7,500.00), payable from the
20 Gross Settlement Amount and due to each of the Plaintiffs for a total of fifteen thousand dollars and zero
21 cents (\$15,000.00), separate from any Individual Settlement Payment and Individual PAGA Payment, for
22 Plaintiffs' efforts and risks in bringing and resolving the Action; if the Court finally approves a lesser
23 amount, then the difference shall remain part of the Net Settlement Amount.

24 13. Court. "Court" means the Superior Court of California for the County of Los Angeles
25 County and the judicial officer presiding over this Action.

26 14. Defendant. "Defendant" means Defendant J Ginger Masonry, L.P., a limited partnership.

27 15. Defendant's Counsel. "Defendant's Counsel" means Scott K. Dauscher, Jon M. Setoguchi,
28 and Lauren S. Gafa of Atkinson, Andelson, Loya, Ruud & Romo, 12800 Center Court Drive, Suite 300,

Cerritos, California, 90703, (562) 653-3200.

16. Effective Date. “Effective Date” means the later of the following dates: (i) sixty-five (65) days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) days after the date on which all appeals, writs or other challenges to the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed.

17. Employer’s Share of Payroll Taxes. “Employer’s Share of Payroll Taxes” means the amount of Defendant’s employer payroll tax obligations on the wage portion of Individual Settlement Payments including withholdings and contributions for federal, state, local taxes and any similar tax or charge, payable from Defendant’s own accounts, separate from the Gross Settlement Amount and due to the applicable governing authorities.

18. Exhibits. “Exhibits” mean the four (4) exhibits attached to this Settlement Agreement including Exhibit 1 (draft Class Notice); Exhibit 2 (draft Preliminary Approval Order); Exhibit 3 (draft Final Approval Order); and Exhibit 4 (draft Final Judgment).

19. Final Approval Hearing. “Final Approval Hearing” means the hearing the Court sets wherein Plaintiffs shall move the Court to find that the Settlement is fair, reasonable and adequate and enter a Final Approval Order and Final Judgment.

20. Final Approval Order. “Final Approval Order” means the Court’s order, substantially in the form attached as **Exhibit 3**, which shall, among other things, finally approve the fairness, reasonableness and adequacy of this Settlement Agreement.

21. Final Judgment. “Final Judgment” means the Court’s judgment, substantially in the form attached as **Exhibit 4**, which shall, among other things, finally adjudge the Action as resolved pursuant to this Settlement Agreement and deeming it binding as provided herein.

22. Gross Settlement Amount. “Gross Settlement Amount” means the non-reversionary amount of no less than one million, six hundred seventy-one thousand, six hundred ninety dollars and zero cents (\$1,671,690.00) that Defendant shall pay as monetary consideration in exchange for releases of the Released Claims including released PAGA Claims and which amount shall be used to establish a common settlement fund for: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the

1 PAGA Payment to the LWDA; (4) the PAGA Payment to PAGA Members; (5) the Class Representative
2 Service Awards; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under
3 this Settlement.

4 23. Gross Settlement Amount Escalator. “Gross Settlement Amount Escalator” means the
5 conditional provision that provides that if the actual number of Workweeks worked by Class Members
6 exceeds one hundred thousand, nine hundred eighty-four (100,984) Workweeks by ten percent (10%),
7 then the Gross Settlement Amount shall increase proportionally by the percentage increase in excess of
8 ten percent (10%), such that if the actual Workweeks worked by Class Members exceeds one hundred
9 thousand, nine hundred eighty-four (100,984) Workweeks by eleven percent (11%), for instance, then the
10 Gross Settlement Amount shall increase by one percent (1%).

11 24. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Member’s pro
12 rata share of the PAGA Payment to PAGA Members that is payable to PAGA Members from the Gross
13 Settlement Amount, which shall be determined by dividing the PAGA Payment to PAGA Members by
14 the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in a PAGA
15 Pay Period Dollar Value and then by multiplying the PAGA Pay Period Dollar Value by the number of
16 PAGA Pay Period credits assigned to each PAGA Member.

17 25. Individual Settlement Payment. “Individual Settlement Payment” means a Participating
18 Class Member’s pro rata share of the Net Settlement Amount that is payable to Participating Class
19 Members from the Gross Settlement Amount, which shall be determined by dividing the Net Settlement
20 Amount by the aggregate number of Workweek credits assigned to all Participating Class Members,
21 resulting in the Workweek Dollar Value and then by multiplying the Workweek Dollar Value by the
22 number of Workweek credits assigned to each Participating Class Member.

23 26. LWDA. “LWDA” means the California Labor and Workforce Development Agency.

24 27. Net Settlement Amount. “Net Settlement Amount” means the aggregate amount payable
25 to Participating Class Members, which shall be determined by subtracting the PAGA Payment, Settlement
26 Administration Costs, Class Representative Service Awards, Class Counsel Fee Award and Class Counsel
27 Cost Award from the Gross Settlement Amount.

28 28. Objection. “Objection” means a Participating Class Member’s timely and valid written

1 objection to the terms and conditions of this Settlement Agreement.

2 29. Opt-Out Request. “Opt-Out Request” means a Class Member’s timely and valid written
3 request to be excluded from the Settlement and release of Released Claims that do not arise under PAGA.

4 30. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

5 31. PAGA Claims. “PAGA Claims” means all claims or causes of action under PAGA that
6 were or could have been premised on the claims, liabilities, demands, causes of action, rights, penalties,
7 legal theories of relief, or obligations of any nature under the California Private Attorneys General Act of
8 2004 (Cal. Labor Code §§ 2698 *et seq.*) alleged in Plaintiff Flores’s December 2, 2020 PAGA notice to
9 the LWDA and Defendant in LWDA Case No. LWDA-CM-814198-20, as amended on July 29, 2021 by
10 Plaintiffs, and that were alleged or reasonably could have been alleged based on the facts asserted in the
11 operative complaint in the Action including, but not limited to, for violations of the California Labor Code
12 and California Industrial Welfare Commission Wage Orders.

13 32. PAGA Members. “PAGA Members” means all hourly, non-exempt employees, currently
14 and formerly employed by Defendant, in the State of California during the PAGA Period.

15 33. PAGA Pay Period. “PAGA Pay Period” means any 14-day period starting on the first day
16 of the PAGA Period up to the first Monday of the PAGA Period and ending on the Sunday thereafter, and
17 so on, during which a PAGA Member worked at least one (1) day or is otherwise identifiable as
18 Defendant’s employee in the state of California in Defendant’s records during the PAGA Period, which
19 the Settlement Administrator preliminarily and finally assigns as credits to individual PAGA Members
20 when calculating Individual PAGA Payments.

21 34. PAGA Pay Period Dollar Value. “PAGA Pay Period Dollar Value” means the dollar value
22 for each PAGA Pay Period credit assigned to PAGA Members, which shall be determined by dividing the
23 PAGA Payment to PAGA Members by the aggregate number of all PAGA Pay Period credits assigned to
24 all PAGA Members.

25 35. PAGA Payment. “PAGA Payment” means the amount of one hundred thousand dollars
26 and zero cents (\$100,000.00), payable from the Gross Settlement Amount to resolve the PAGA Claims as
27 alleged in the Action. Subject to the approval of the Court, seventy-five percent (75%) of the PAGA
28 Payment or seventy-five thousand dollars and zero cents (\$75,000.00) shall be distributed to the LWDA,

1 and twenty-five percent (25%) of the PAGA Payment or twenty-five thousand dollars and zero cents
2 (\$25,000.00) shall be distributed to PAGA Members on a pro rata basis. If the LWDA or the Court rejects
3 this allocation, then Parties shall meet and confer with the Court and the LWDA to reach a penalty
4 allocation acceptable to all Parties and the Court that does not materially alter the terms of the Settlement
5 Agreement, nor require Defendant to pay more than the Gross Settlement Amount.

6 36. PAGA Payment to PAGA Members. “PAGA Payment to PAGA Members” means the
7 amount of twenty-five thousand dollars and zero cents (\$25,000.00), payable from the Gross Settlement
8 Amount to PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA Payment.

9 37. PAGA Payment to the LWDA. “PAGA Payment to the LWDA” means the amount of
10 seventy-five thousand dollars and zero cents (\$75,000.00), payable from the Gross Settlement Amount
11 and due to the LWDA as its seventy-five percent (75%) share of the PAGA Payment.

12 38. PAGA Period. “PAGA Period” means the period commencing on December 3, 2019 and
13 ending on November 1, 2022.

14 39. PAGA Settlement. “PAGA Settlement” means the settlement and release of the PAGA
15 Claims that arise under PAGA, which Plaintiffs brought against Defendant, as deputized PAGA
16 representatives of the State of California, which shall bind the State of California and which PAGA
17 Members shall not be entitled to opt out of.

18 40. Participating Class Members. “Participating Class Members” means Plaintiffs and all Class
19 Members who do not submit a timely and valid Opt-Out Request.

20 41. Parties’ Counsel. “Parties’ Counsel” means the attorneys of record for Plaintiffs and
21 Defendant.

22 42. Plaintiff Arcadio Pinto Flores or Plaintiff Flores. “Plaintiff Arcadio Pinto Flores” or
23 “Plaintiff Flores” means Mr. Arcadio Pinto Flores, who on or around, and as of, late December 2020,
24 voluntarily elected to abandon his status as a putative class representative in this Action, terminated his
25 representative relationship with Class Counsel and did not undertake any other actions as a litigant in this
26 Action.

27 43. Plaintiffs. “Plaintiffs” means Plaintiff Joshua Bravo and Plaintiff Alex Fernando Iboy Xoj.

28 44. Plaintiffs’ Further Released Claims. “Plaintiffs’ Further Released Claims” means all

1 Claims (as defined in Paragraph 44.a.) and causes of action that Plaintiffs, on behalf of themselves
2 individually, and in addition to their releases of the Released Claims, expressly and further release against
3 the Released Parties, including any and all liabilities, Claims, demands, contracts, debts, obligations and
4 causes of action of any nature, kind, and description, whether in law, equity or otherwise, whether or not
5 now known or ascertained, which currently do or may exist, including without limitation any matter, cause
6 or Claim arising out of or related to facts or events occurring prior to the execution of this Settlement
7 Agreement, and/or arising from or relating in any way to Plaintiffs' employment with Defendant,
8 including, but not limited to, any and all rights and Claims whether based on tort (including, but not limited
9 to, any form of negligence, including, but not limited to, negligent hiring, negligent retention, and/or
10 negligent supervision), contract, or any federal, state or local law, statute, act, order, constitution, or
11 regulation, including, but not limited to, Claims for disparate treatment, disparate impact, harassment,
12 discrimination, retaliation, failure to take all reasonable steps to prevent discrimination and retaliation,
13 failure to engage in the interactive process, failure to provide a reasonable accommodation, wrongful
14 termination in violation of public policy, misclassification, unpaid minimum wages, unpaid overtime
15 wages, off-the-clock work, lost wages, commissions, bonuses, benefits, medical expenses, business
16 expenses, severance, failure to provide meal or rest periods or pay meal or rest period penalties, wage
17 statement violations, waiting time penalties, failure to timely pay earned wages during employment,
18 failure to timely pay all earned wages and final paychecks due at time of separation of employment, other
19 employment compensation, other economic and non-economic damages, penalties, liquidated damages,
20 compensatory damages, punitive damages, injunctive relief, reinstatement, attorneys' fees, costs, expenses
21 and any other statutory or common law claims relating to employment or the recruitment therefor or the
22 termination thereof; conversion, false promise, misrepresentation, fraud, malicious prosecution, breach of
23 contract, breach of covenant of good faith and fair dealing, fraudulent business practices, unfair
24 competition, whistleblowing, whistleblower retaliation, emotional distress, defamation, libel, slander,
25 invasion of privacy, violation of California Labor Code (including but not limited to §§ 132a, 226 and
26 1198.5 and the Private Attorneys General Act), and any and all rights and claims arising under the Age
27 Discrimination in Employment Act of 1967, Rehabilitation Act, Employee Retirement Income Security
28 Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Family

1 and Medical Leave Act, the Families First Coronavirus Response Act, the Genetic Information
2 Nondiscrimination Act of 2008, the Workers Adjustment and Retraining Notification Act, the National
3 Labor Relations Act, Sections 1981 through 1988 of Title 42 of the United States Code, the California
4 Equal Pay Law, the California Fair Employment and Housing Act, the California Government Code, the
5 California Family Rights Act, the Los Angeles Municipal Code, the Fair Labor Standards Act, the Equal
6 Pay Act of 1963, the California Workers Adjustment and Retraining Notification Act, the California
7 Business and Professions Code, any California Industrial Welfare Commission Wage Order, the
8 California Military & Veterans Code, the California Civil Code, the California Corporations Code, the
9 Unruh Civil Rights Act, the California Domestic Violence and Sexual Assault Victim Leave Act, the
10 California Whistleblower Law, and the United States and California constitutions; and any and all Claims
11 that were asserted or that could have been asserted based on the factual allegations that are asserted in
12 Plaintiffs' PAGA Notice, that were pled in the operative complaints in the Action or that could have been
13 pled based on the factual allegations that are pled in the operative complaint in the Action. Plaintiffs also
14 release Defendant and the Released Parties from any and all obligations for attorneys' fees and costs
15 incurred in regard to all Claims.

16 44.a. "Claim" and "Claims" in Plaintiffs' Further Released Claims. "Claim" and
17 "Claims" as used in the foregoing Paragraph 44 of this Settlement Agreement mean any and all manner
18 of action or actions, cause or causes of action, suits, demands for arbitration, arbitration, damages (whether
19 general, special, exemplary or punitive), penalties, debts, liabilities, demands, obligations, costs, expenses,
20 losses, attorney's fees (whether incurred prior to or after the effective date of this Settlement Agreement),
21 liens, and indemnities of every kind and nature whatsoever, whether known or unknown, suspected or
22 unsuspected, and whether based on contract, tort, statute or other legal or equitable basis or theory of
23 recovery.

24 45. Preliminary Approval Order. "Preliminary Approval Order" means the Court's order,
25 substantially in the form attached as **Exhibit 2**, which shall, among other things, preliminarily approve
26 the fairness, reasonableness and adequacy of this Settlement Agreement.

27 46. Released Claims. "Released Claims" means any and all claims, debts, liabilities, demands,
28 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or

1 accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the
2 Litigation, including any claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime
3 Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5)
4 Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at
5 Termination; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business Practices;
6 and (9) civil penalties, Labor Code § 2699, predicated on any of the violations of the California Labor
7 Code and applicable California Industrial Welfare Commission Wage Orders that were alleged or
8 reasonably could have been alleged based on the facts asserted in the operative complaint in the Action,
9 including but not limited to compensatory damages; economic and/or special damages; premium wages;
10 premium pay; penalties; attorneys' fees; interest; and litigation costs. After Defendant remits the Gross
11 Settlement Amount in full to the Settlement Administrator, the State of California, by and through
12 Plaintiffs, its deputized PAGA representatives, and all PAGA Members shall be deemed to have settled
13 and released all PAGA Claims against the Released Parties, PAGA Members shall no longer be "aggrieved
14 employees" for purposes of PAGA as it relates to the Released Claims. In addition, the Parties, including
15 the PAGA Members and/or Class Members, further stipulate and agree that even if any PAGA Member
16 and/or Class Member is determined to be an "aggrieved employee" for purposes of PAGA as it relates to
17 the Released Claims, said PAGA Member and/or Class Member waives any potential right to any
18 individual relief or penalty prescribed by PAGA relating to the Released Claims.

19 47. Released Parties. "Released Parties" means (1) Defendant; (2) Defendant's respective past,
20 present and future parent corporations, affiliates, affiliates' companies, subsidiaries, divisions, d/b/a's,
21 predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their current and
22 former employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners,
23 directors, shareholders, agents, both individually and in their business capacities of any of the following:
24 and (3) any individual or entity which could be jointly liable with any of the foregoing for any of the
25 Released Claims.

26 48. Response Deadline. "Response Deadline" means the date forty-five (45) days after the
27 postmarked date on Class Notices the Settlement Administrator initially mails to Class Members in bulk,
28 which shall be extended by up to fifteen (15) additional days (for a maximum of sixty (60) days after the

1 Settlement Administrator's initial mailing), for affected Class Members to whom the Settlement
2 Administrator re-mails or resends a Class Notice because it is returned as undelivered or for any other
3 reason but no extension of time to respond for any affected Class Member shall extend to a date any later
4 than ten (10) days before the initial date the Court sets for the Final Approval Hearing.

5 49. Settlement Administration Costs. "Settlement Administration Costs" means the amount
6 not exceeding twenty thousand dollars and zero cents (\$20,000.00), payable from the Gross Settlement
7 Amount and due to the Settlement Administrator for the Settlement Administrator's administration of the
8 notice and distribution process pursuant to this Settlement Agreement and the Court's orders; if the Court
9 finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

10 50. Settlement Administrator. "Settlement Administrator" means Simpluris, Inc., whom the
11 Parties have agreed to request the Court appoint as the third-party settlement administrator to perform
12 notice and settlement administration duties pursuant to this Settlement Agreement.

13 51. Unclaimed Property Fund. "Unclaimed Property Fund" means the California Controller's
14 Unclaimed Property Fund (Cal. Code Civ. Proc. § 1314).

15 52. Workweek. "Workweek" means any calendar week starting on the first day of the Class
16 Period up to the first Monday of the Class Period and ending on the Sunday thereafter, and so on, during
17 which a Class Member worked at least one (1) day or is otherwise identifiable as Defendant's employee
18 in the state of California in Defendant's records during the Class Period, which the Settlement
19 Administrator preliminarily and finally assigns as credits to individual Participating Class Members when
20 calculating Individual Settlement Payments.

21 53. Workweek/PAGA Pay Period Dispute. "Workweek/PAGA Pay Period Dispute" means a
22 Class Member's timely and valid written dispute about the number of Workweeks and/or PAGA Pay
23 Periods that the Settlement Administrator preliminarily credits to the affected Class Member.

24 54. Workweek Dollar Value. "Workweek Dollar Value" means the dollar value for each
25 Workweek credit assigned to Participating Class Members, which shall be determined by dividing the Net
26 Settlement Amount by the aggregate number of all Workweek credits assigned to all Participating Class
27 Members.

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1 **III. RELEVANT PROCEDURAL HISTORY**

2 55. Plaintiffs' PAGA Notice. On December 2, 2020, Plaintiff Flores sent a PAGA notice to the
3 LWDA and Defendant, in LWDA Case No. LWDA-CM-814198-20, alleging Defendant violated various
4 provisions of the California Labor Code and other laws along with the facts and theories supporting the
5 alleged violations including those alleged in the operative complaint in the Action. On July 29, 2021,
6 Plaintiffs amended the PAGA notice to identify themselves as aggrieved employees.

7 56. Plaintiffs' Complaint. On December 3, 2020, Plaintiff Flores filed a putative class action
8 complaint alleging Defendant's (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
9 failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to
10 indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish
11 accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting
12 employees; and (8) unfair and unlawful business practices. Around late December 2020, Plaintiff Flores
13 voluntarily elected to abandon his status as a putative class representative in this Action, terminate his
14 representative relationship with Class Counsel and did not undertake any other actions as a litigant in this
15 Action. As a result, Class Counsel moved for and the Court entered an Order for class contact information
16 discovery pursuant to a so called *Belaire-West* notice and opt-out procedure, which resulted in Plaintiffs'
17 retention of Class Counsel and decision to serve as putative class representatives in this Action.

18 57. Plaintiffs' First Amended and Operative Complaint. On November 9, 2021, Plaintiffs filed
19 a First Amended Complaint, the operative complaint in this Action, which added themselves as putative
20 class representatives and a ninth cause of action, resulting in the operative complaint alleging Defendant's
21 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal
22 periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary
23 expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7)
24 failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful
25 business practices; and (9) conduct giving rise to PAGA civil penalties.

26 58. Plaintiffs' Discovery and Investigation. Prior to the filing of this Action, Plaintiffs and
27 Plaintiffs' counsel, engaged in substantial investigation about the Defendant's business practices in
28 California. After the Action was filed and prior to mediation, the Parties engaged in extensive informal

1 exchange of information. Plaintiffs obtained documents, data and information from Defendant and other
2 resources including, but not limited to, a sampling of Class Member time and pay records consisting of a
3 large volume of data and indicative of Defendant's timekeeping, recordkeeping and wage payment
4 policies and practices.

5 59. Mediation and Agreement to Settle the Action. On September 1, 2022, the Parties
6 participated in a private mediation session with an experienced wage and hour class action mediator,
7 Tripper Ortman, Esq., which led to the Parties' September 2, 2022 agreement about the material terms of
8 a class and representative settlement, which formed the basis of this Settlement Agreement.

9 **IV. RECITALS AND REPRESENTATIONS**

10 60. This Settlement is Fair, Adequate and Reasonable. The Parties represent this Settlement
11 Agreement is a fair, adequate and reasonable settlement of the Action and that the Parties have arrived at
12 this Settlement Agreement after extensive arms-length negotiations while accounting for materially
13 relevant factors, present and potential. The Parties further agree that the consideration described herein
14 constitutes adequate consideration for the Settlement and releases described herein.

15 60.a. Numerosity of Potential Class Members. For purposes of settlement only, the
16 Parties agree that because the potential Class is so numerous, it is impossible or impractical to have each
17 Class Member execute this Settlement Agreement.

18 60.b. Notice and Opportunity to Respond Comporting with Due Process. For purposes
19 of settlement only, the Parties agree that because of the numerosity of the potential Class, the notice and
20 response procedure outlined in this Settlement Agreement provides the best and most practical notice to
21 Class Members and fully complies with due process.

22 60.c. Benefits of Settlement to Plaintiffs and Class Members. Plaintiffs recognize
23 continued litigation in the Action through trial, appeals and final judgment would be time consuming,
24 uncertain, risky and expensive. Plaintiff recognizes these uncertainties and risks include Plaintiffs' ability
25 obtain class certification of claims, as well as to meet the burdens of proof necessary to establish liability,
26 damages, penalties and other relief sought for the causes of action asserted in the Action, generally and in
27 response to Defendant's defenses thereto. Plaintiffs also recognize Defendant's agreement to enter into a
28 settlement may result in substantial benefits for Class Members because it is a good faith compromise of

1 highly disputed claims. Accordingly, Plaintiffs, under Class Counsel's guidance, have determined the
2 Settlement is fair, adequate and reasonable and that it is in the best interests of the Class.

3 60.d. Defendant's Reasons for Settlement. Defendant recognizes continued defensive
4 litigation in the Action would be protracted and expensive for it. Defendant recognizes it would continue
5 to expend substantial time and expense to prove the merits of its defenses. While Defendant is confident
6 that it has done no wrong, continued litigation in the Action through trial, appeals and final judgment
7 would be time consuming, uncertain, risky and expensive. Defendant continues to assert Plaintiffs'
8 allegations have no merit and do not give rise to Defendant's liability for damages, restitution, penalties,
9 or other payments and that this Settlement is a compromise of disputed claims. Defendant has agreed to
10 settle in the manner and upon the terms set forth in this Settlement Agreement to put the claims alleged in
11 the Action to rest.

12 60.e. No Admissions by Defendant or Plaintiffs. Defendant denies all claims alleged in
13 the Action and denies all wrongdoing. Defendant contends it has complied with all applicable state, federal
14 and local laws and reserves its right to assert all available defenses to Plaintiffs' claims in the Action.
15 Nothing contained in this Settlement Agreement, nor any documents referred to herein and no action that
16 the Parties have undertaken to effectuate this Settlement Agreement should be construed or used as an
17 admission by or against any of the Parties as to suitability of class or representative adjudication or about
18 the merits of the claims asserted in the Action. The Parties maintain that neither this Settlement
19 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a
20 concession, admission, or inference regarding wrongdoing or that class certification is proper under the
21 standard applied to contested certification motions.

22 60.f. Certification for Settlement Purposes Only. The Parties agree to the certification of
23 the proposed class for settlement purposes only.

24 60.g. No Conflicts of Interest with Relevant Third-Parties. The Parties represent they do
25 not have any financial interest in the Settlement Administrator, or otherwise have a relationship with the
26 Settlement Administrator, or any third party that could create an appearance of a conflict of interest.

27 61. No Tax Advice & Circular 230 Disclaimer. The Parties represent that no provision of this
28 Settlement Agreement or other communications or disclosures is, or was intended, to constitute tax advice

within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Subtitle A, Part 10, as amended). The Parties further represent they: (i) shall be solely responsible for reporting and paying any applicable federal, state and/or local income tax, employment tax or any other withholding on all taxable income or other benefit they individually receive as consideration exchanged pursuant to this Settlement Agreement; (ii) have relied exclusively upon their own, independent legal and tax advisors for tax advice in connection with this Settlement Agreement; and (iii) in keeping with their individual rights to due process, shall not be entitled to rely upon any communication or disclosure by Plaintiffs, Defendant or Parties' Counsel to avoid the payment of any assessment, penalty, tax, attorneys' fees, or other amounts based on the taxability of any consideration provided or exchanged pursuant to this Settlement Agreement.

**V. SETTLEMENT CONSIDERATION AND RELEASED CLAIMS ON AND AFTER
EFFECTIVE DATE**

62. No Release of Claims Against any Other Defendant. Because Defendant J Ginger Masonry, L.P., a limited partnership is the only individual defined as a "Defendant" for the purposes of this Settlement Agreement, there shall be no release of any claims of any nature against any other person pursuant to this Settlement Agreement unless such person qualifies as one of the Released Parties and the claim qualifies as a Released Claim.

63. Non-Reversionary Nature of Settlement Agreement. No portion of the Gross Settlement Amount shall revert to Defendant.

64. No Claim-Submission Process. There shall be no claim or claim form submission process or requirement and, as such, Class Members shall not receive, nor shall they be required to submit, a claim form to be entitled to an Individual Settlement Payment and/or Individual PAGA Payment.

65. Releases of Claims Against Released Parties. In exchange for Defendant's performance of its obligations during Settlement Administration, culminating in Defendant remitting the entire Gross Settlement Amount to the Settlement Administrator, the Released Claims, Plaintiffs' Further Released Claims and PAGA Claims shall be released as follows.

65.a. Participating Class Members' Release of Released Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs and all other Participating Class Members shall be deemed to have settled and released all Released Claims against the Released

Parties that do not arise under PAGA.

65.b. Release of Plaintiffs' Further Released Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs, in addition to their releases of the Released Claims, shall be deemed to have released Plaintiffs' Further Released Claims and shall be deemed to have waived all rights, protections, and benefits of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs' Further Released Claims, hence, includes a release and waiver of all claims known and unknown, without exception, except as may be prohibited by law, up to the time the Plaintiffs sign this Settlement Agreement.

65.c. California's Release of PAGA Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, the State of California, by and through Plaintiffs, its deputized PAGA representatives, and all PAGA Members shall be deemed to have settled and released all PAGA Claims against the Released Parties. Neither the Settlement Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall constitute consideration offered or exchanged for the release of any Class Member, Participating Class Member, or PAGA Member's individual, private rights of action against any person.

VI. SETTLEMENT ADMINISTRATOR AND GENERAL SETTLEMENT

ADMINISTRATION DUTIES

66. Appointment of Settlement Administrator. The Parties have agreed to request that the Court appoint Simpluris, Inc. as the third-party settlement administrator to perform settlement administration duties pursuant to this Settlement Agreement. The Parties and Parties' Counsel represent they have no financial interest in, or relationship with, the Settlement Administrator that could create an appearance of a conflict of interest.

67. Settlement Administrator's Duties During Settlement Administration. The Settlement Administrator shall perform the express and implied settlement administration tasks in this Settlement

1 Agreement including: (i) printing and mailing Class Notices; (ii) collecting, validating and attempting to
2 resolve Workweek/PAGA Pay Period Disputes; (iii) collecting and validating Opt-Out Requests and
3 Objections; (iv) establishing and maintaining a qualified settlement fund; (v) preparing and mailing tax
4 forms to Class Members and others; (vi) computing and distributing all payments made under the
5 Settlement; (vii) calculating and remitting all employee payroll and other tax obligations to the appropriate
6 government agencies; and (viii) transferring uncashed Individual Settlement Payments and Individual
7 PAGA Payments to the Unclaimed Property Fund.

8 67.a. Settlement Administrator's Secure Recordkeeping and File Maintenance. The
9 Settlement Administrator shall secure and protect Class Member information from unauthorized access
10 to, use, deletion and modification including all information in the Class List. The Settlement Administrator
11 shall also exercise its best judgment and discretion to limit the disclosure of Class Member information to
12 only those persons who need it to implement the terms and conditions of this Settlement Agreement and
13 shall maintain all records related to the settlement administration tasks it performs for at least four (4)
14 years after settlement administration has been completed.

15 67.b. Records of Communication with Class Members and Class List Maintenance. The
16 Settlement Administrator shall create and maintain records of all communications with Class Members or
17 other persons affected by this Settlement Agreement including by maintaining documents it sends to and
18 receives from Class Members and the Settlement Administrator's own notes describing oral or written
19 communications with all Class Members. The Settlement Administrator shall also promptly and
20 continuously update the Class List with all material notes and information to ensure it possesses the most
21 accurate information about Class Members throughout settlement administration.

22 67.c. Communications with Class Members in English and Spanish. If a Class Member
23 indicates Spanish is their language of choice, then the Settlement Administrator shall undertake reasonable
24 efforts to communicate in Spanish with Class Members.

25 **VII. CONTENTS OF CLASS NOTICE**

26 68. Class Notice Generally. The Parties have agreed to request that the Court approve a class
27 notice, substantially in the form attached as Exhibit 1, which shall provide, among other things: (1) a brief
28 explanation of the case, including the basic contentions or denials of the Parties; (2) a statement that the

1 Court will exclude a member from the Class if the Class Member so requests by the Response Deadline;
2 (3) a procedure for the Class Member to follow in requesting exclusion from the Class; (4) a statement
3 that a judgment, whether favorable or not, will bind all Class Members who do not request exclusion; and
4 (5) a statement that any Class Member who does not request exclusion may, if the Class Member so
5 desires, enter an appearance through counsel.

6 68.a. Notice and Binding Nature of Settlement Agreement. The Class Notice shall
7 indicate the potentially binding nature of this Settlement Agreement on all Class Members.

8 68.b. Settlement Administration Disputes Prior to the Final Approval Hearing Subject to
9 Court Review. The Class Notice shall indicate the Settlement Administrator, who the Court has appointed
10 as a third-party to execute settlement administration duties, shall attempt to resolve all disputes including
11 all Workweek/PAGA Pay Period Disputes, Opt-Out Request disputes and Objection disputes, prior to the
12 Final Approval Hearing and that the Settlement Administrator's determinations or decisions regarding the
13 timeliness and validity of any dispute regarding this Settlement Agreement, shall be subject to Court
14 review.

15 68.c. Individualized Class Notices and Response Deadline. The Settlement
16 Administrator shall print Class Notices addressed to Class Members whose names appear on the Class
17 List along with information specifically applicable to Class Members including the number of Workweek
18 credits and PAGA Pay Period credits the Settlement Administrator intends on assigning Class Members
19 and shall expressly identify the Response Deadline, by providing a date certain, which shall occur forty-
20 five (45) days after the Settlement Administrator's initial bulk mailing of Class Notices, which shall be
21 extended by up to fifteen (15) additional days (for a maximum of sixty (60) days after the Settlement
22 Administrator's initial mailing), for affected Class Members to whom the Settlement Administrator re-
23 mails or resends a Class Notice because it is returned as undelivered or for any other reason.

24 69. Gross Settlement Amount. The Class Notice shall indicate that the non-reversionary Gross
25 Settlement Amount shall be no less than is one million, six hundred seventy-one thousand, six hundred
26 ninety dollars and zero cents (\$1,671,690.00), which Defendant shall pay as monetary consideration for
27 the release of Released Claims and which amount shall be used to establish a common settlement fund
28 comprising: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA

1 Payment to the LWDA; (4) the PAGA Payment to PAGA Members; (5) the Class Representative Service
2 Awards; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this
3 Settlement.

4 69.a. Aggregate Workweek and Pay Period Estimate. The Class Notice shall provide the
5 aggregate number of Workweeks worked by Class Members and the aggregate number of PAGA Pay
6 Periods worked by PAGA Members according to Defendant's records.

7 69.b. Gross Settlement Amount Escalator Clause. The Class Notice shall indicate that if
8 the actual number of Workweeks worked by Class Members exceeds one hundred thousand, nine hundred
9 eighty-four (100,984) Workweeks by ten percent (10%), then the Gross Settlement Amount shall increase
10 proportionally by the percentage increase in excess of ten percent (10%), such that if the actual
11 Workweeks worked by Class Members exceeds one hundred thousand, nine hundred eighty-four
12 (100,984) Workweeks by eleven percent (11%), for instance, then the Gross Settlement Amount shall
13 increase by one percent (1%).

14 70. Net Settlement Amount. The Class Notice shall indicate that the Net Settlement Amount,
15 which, subject to a final accounting, is estimated to be no less than nine hundred fifty-nine thousand, four
16 hundred sixty dollars and zero cents (\$959,460.00), shall be the aggregate amount payable to Participating
17 Class Members, which shall be determined by subtracting the PAGA Payment, Settlement Administration
18 Costs, Class Representative Service Awards, Class Counsel Fee Award and the Class Counsel Cost Award
19 from the Gross Settlement Amount.

20 70.a. Settlement Administration Costs. The Class Notice shall indicate that an amount
21 not exceeding twenty thousand dollars and zero cents (\$20,000.00), which Defendant has agreed not to
22 oppose, shall be payable from the Gross Settlement Amount and due to the Settlement Administrator for
23 the Settlement Administrator's administration of the notice and distribution process pursuant to this
24 Settlement Agreement and that if the Court finally approves a lesser amount, then the difference shall
25 remain a part of the Net Settlement Amount.

26 70.b. Class Representative Service Awards. The Class Notice shall indicate that an
27 amount not exceeding seven thousand, five hundred dollars and zero cents (\$7,500.00), payable from the
28 Gross Settlement Amount and due to each of Plaintiffs for a total of fifteen thousand dollars and zero cents

(15,000.00), which Defendant has agreed not to oppose, shall be payable from the Gross Settlement Amount and due to Plaintiffs, separate from any Individual Settlement Payment and Individual PAGA Payment, for Plaintiffs' efforts and risks in bringing and resolving the Action and that if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

70.c. Class Counsel Fee Award. The Class Notice shall indicate that an amount of no less than five hundred fifty-seven thousand, two hundred thirty dollars and zero cents (\$557,230.00) or one-third (1/3) of the Gross Settlement Amount, whichever is greater, which Defendant has agreed not to oppose, shall be payable from the Gross Settlement Amount and due to Class Counsel as reasonable attorneys' fees for litigating and resolving the Action and that if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

70.d. Class Counsel Cost Award. The Class Notice shall indicate that an amount not exceeding twenty thousand dollars and zero cents (\$20,000.00), which Defendant has agreed not to oppose, shall be payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action and that if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

70.e. PAGA Payment to the LWDA. The Class Notice shall indicate that seventy-five thousand dollars and zero cents (\$75,000.00), which Defendant has agreed not to oppose, shall be payable from the Gross Settlement Amount and due to the LWDA as its seventy-five percent (75%) share of the PAGA Payment and that if the Court finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

71. Individual PAGA Payments Reported on IRS Form 1099-MISC. The Class Notice shall indicate that twenty-five thousand dollars and zero cents (\$25,000.00) shall be payable from the Gross Settlement Amount to PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA Payment, which the Settlement Administrator shall report as non-wage income on IRS Form 1099-MISC, and that if the Court finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

71.a. Individual PAGA Payment Calculations Based on PAGA Pay Period Credits. The

1 Class Notice shall indicate that Individual PAGA Payments due to PAGA Members shall be based on
2 their respective pro rata shares of the PAGA Payment to PAGA Members, which shall be determined by
3 the following three-step process: (i) the Settlement Administrator shall credit each PAGA Member with
4 PAGA Pay Period credits based on the data in the Class List, which shall be presumed accurate, subject
5 to the Workweek/PAGA Pay Period Dispute process; (ii) the Settlement Administrator shall determine
6 the PAGA Pay Period Dollar Value by dividing the PAGA Payment to PAGA Members by the number
7 of PAGA Pay Periods credited to all PAGA Members; and (iii) the Settlement Administrator shall
8 determine the Individual PAGA Payment due to each PAGA Member by multiplying the number of
9 PAGA Pay Periods credited to each PAGA Member by the PAGA Pay Period Dollar Value.

10 71.b. Individualized PAGA Payment Amount Estimates. The Class Notice shall indicate
11 the estimated Individual PAGA Payment due to each PAGA Member based on the PAGA Pay Period
12 credits that the Settlement Administrator intends on assigning to each PAGA Member, subject to the
13 Workweek/PAGA Pay Period Dispute process.

14 72. Individual Settlement Payments Reported on One-Third (1/3) Wages on IRS Form W-2
15 and Two-Thirds (2/3) Non-Wages on IRS Form 1099-MISC. The Class Notice shall indicate that Net
16 Settlement Amount, which, subject to a final accounting, is estimated to be no less than nine hundred fifty-
17 nine thousand, four hundred sixty dollars and zero cents (\$959,460.00), shall be the aggregate amount
18 payable to Participating Class Members, which the Settlement Administrator shall report as one-third (1/3)
19 wages, subject to reduction for applicable employee payroll taxes and customary withholdings, on IRS
20 Form W-2, and two-thirds (2/3) as non-wage income on IRS Form 1099-MISC.

21 72.a. Individual Settlement Payments Based on Workweek Credits. The Class Notice
22 shall indicate that Individual Settlement Payments due to Participating Class Members shall be based on
23 their respective pro rata shares of the Net Settlement Amount, which shall be determined by the following
24 three-step process: (i) the Settlement Administrator shall credit each Participating Class Member with
25 Workweek credits based on the data in the Class List, which shall be presumed accurate, subject to the
26 Workweek/PAGA Pay Period Dispute process; (ii) the Settlement Administrator shall determine the
27 Workweek Dollar Value by dividing the Net Settlement Amount by the number of Workweeks credited
28 to all Participating Class Members; and (iii) the Settlement Administrator shall determine the Individual

1 Settlement Payment due to each Participating Class Member by multiplying the number of Workweeks
2 credited to each Participating Class Member by the Workweek Dollar Value.

3 72.b. Individualized Settlement Payment Amount Estimates. The Class Notice shall
4 indicate the estimated Individual Settlement Payment due to each Class Member based on the Workweek
5 credits that the Settlement Administrator intends on assigning to each Class Member, subject to the
6 Workweek/PAGA Pay Period Dispute process.

7 73. Individual Settlement Payment and Individual PAGA Payment Checks Void After 180
8 Days. The Class Notice shall indicate that all Individual Settlement Payment and Individual PAGA
9 Payment checks shall be valid for one hundred eighty (180) days after the Settlement Administrator's
10 initial bulk mailing and that if any Individual Settlement Payment or Individual PAGA Payment check
11 has not been cashed or deposited by that time, then they shall become void.

12 73.a. Void Individual Settlement Payment and Individual PAGA Payment Checks Still
13 Binding. The Class Notice shall indicate that if any Participating Class Members or PAGA Members do
14 not cash, deposit or receive Individual Settlement Payment or Individual PAGA Payment checks after the
15 Settlement Administrator's initial bulk mailing and before the date they become void, then all affected
16 Participating Class Members and PAGA Members shall, nevertheless, be bound to the Settlement to the
17 fullest extent under the law.

18 73.b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment
19 Amounts to the Unclaimed Property Fund. The Class Notice shall indicate that the Settlement
20 Administrator shall, after the date that Individual Settlement Payment and Individual PAGA Payment
21 checks become void, transfer all amounts associated with the voided checks via secure wire transfer to the
22 Settlement Administrator shall transfer all amounts associated with the voided checks via secure wire
23 transfer to the Unclaimed Property Fund in the name of the Class Member.

24 74. No Tax Advice in Class Notice. The Class Notice shall indicate that the Parties make no
25 representations concerning the taxability, tax treatment, or legal effect of any tax laws on any
26 consideration provided or exchanged pursuant to the Settlement Agreement including any Individual
27 Settlement Payments or any Individual PAGA Payments and that Class Members should consult their own
28 tax advisors concerning the tax consequences of any payment under the Settlement Agreement.

1 75. Workweek/PAGA Pay Period Disputes. The Class Notice shall indicate that if a Class
2 Member wishes to dispute the number of Workweeks or PAGA Pay Periods credited to the affected Class
3 Member in the Class Notice, then the affected Class Member must submit a timely and valid written
4 Workweek/PAGA Pay Period Dispute to the Settlement Administrator by United States Mail, facsimile
5 and/or in other written form by no later than the Response Deadline.

6 75.a. Timeliness of Workweek/PAGA Pay Period Disputes. The Class Notice shall
7 indicate that the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period
8 Dispute is timely based on the postmarked date on the mailing envelope, or by other indicia of timeliness.

9 75.b. Validity of Workweek/PAGA Pay Period Disputes. The Class Notice shall indicate
10 that the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period Dispute is valid
11 based on whether it is in writing and includes the following five (5) enumerated items: (1) the Class
12 Member's full name; (2) the Class Member's approximate dates of employment; (3) the Class Member's
13 current contact information (e.g., a current mailing address and telephone number); (4) a statement
14 indicating the number of Workweeks and/or PAGA Pay Periods that the affected Class Member contends
15 should be credited along with documentary evidence to support the affected Class Member's contentions,
16 if any; and (5) the Class Member or Class Member's legal representative's signature.

17 75.c. Untimely or Invalid Workweek/PAGA Pay Period Disputes. The Class Notice shall
18 indicate that if a Workweek/PAGA Pay Period Dispute is not submitted in a timely and valid manner, then
19 it may result in an affected Class Member being credited with fewer Workweeks or PAGA Pay Periods
20 than the affected Class Member may be entitled to.

21 76. Opt-Out Requests. The Class Notice shall indicate that if a Class Member wishes to be
22 excluded from the Settlement and release of Released Claims (that do not arise under PAGA), then the
23 affected Class Member must submit a timely and valid written Opt-Out Request to the Settlement
24 Administrator by United States Mail, facsimile and/or in other written form by no later than the Response
25 Deadline. The Class Notice shall also indicate that if a Class Member submits a timely and valid Opt-Out
26 Request, then the Class Member shall not be entitled to any benefits under the Settlement, other than an
27 entitlement to an Individual PAGA Payment (if the Class Member qualifies as a PAGA Member) and the
28 Class Member shall have no right to object to the Settlement Agreement or appeal the Final Judgment.

1 76.a. Timeliness of Opt-Out Requests. The Class Notice shall indicate that the Settlement
2 Administrator shall determine whether an Opt-Out Request is timely based on the postmarked date on the
3 mailing envelope, or by other indicia of timeliness.

4 76.b. Validity of Opt-Out Requests. The Class Notice shall indicate that the Settlement
5 Administrator shall determine whether an Opt-Out Request is valid based on whether it is in writing and
6 includes the following five (5) enumerated items: (1) the Class Member's full name; (2) the Class
7 Member's approximate dates of employment; (3) the Class Member's contact information (e.g., current
8 mailing address and telephone number); (4) the Class Member's statement in no exact words but,
9 nevertheless, substantially in a form and substance indicating a desire to be excluded from the Settlement
10 Agreement (e.g., "I wish to be excluded from the settlement."; "I opt out from the settlement."; or "I do
11 not want to be part of the settlement."); and (5) the Class Member or Class Member's legal representative's
12 signature.

13 76.c. Untimely or Invalid Opt-Out Requests. The Class Notice shall indicate that if an
14 Opt-Out Request is not submitted in a timely and valid manner, then it may result in an affected Class
15 Member being deemed a Participating Class Member who is bound by the Settlement and release of
16 Released Claims.

17 77. Objections. The Class Notice shall indicate that if a Class Member wishes to object to the
18 Settlement Agreement, then the Class Member must submit a timely and valid written Objection to the
19 Settlement Administrator by United States Mail, facsimile and/or in other written form by no later than
20 the Response Deadline and that any Class Member may hire an attorney at his or her own expense as a
21 representative, who may assist the Class Member in submitting or raising an objection. The Class Notice
22 shall also indicate that if a Class Member submits a timely and valid Objection, then the Class Member
23 may still be bound by the terms of the Settlement, the release of Released Claims and the Final Judgment
24 as a Participating Class Member.

25 77.a. Timeliness of Objections. The Class Notice shall indicate that the Settlement
26 Administrator shall determine whether an Objection is timely based on the postmarked date on the mailing
27 envelope, or by other indicia of timeliness.

28 77.b. Validity of Objections. The Class Notice shall indicate that the Settlement

Administrator shall determine whether an Objection is valid based on whether it is in writing and includes the following five (5) enumerated items: (1) the Class Member's full name; (2) the Class Member's approximate dates of employment; (3) the Class Member's current contact information (e.g., a current mailing address and telephone number); (4) the Class Member's statement indicating the grounds for the objection; and (5) the Class Member or Class Member's legal representative's signature.

77.c. Untimely or Invalid Objections. The Class Notice shall indicate that if an Objection is not submitted in a timely and valid manner, then it may result in an affected Class Member's objection not being considered by the Court and that the affected Class Member may be deemed to have waived any right to object to the Settlement and prohibited from raising an objection to the Settlement at any hearing.

VIII. PRELIMINARY APPROVAL AND CLASS NOTICE ADMINISTRATION AFTER PRELIMINARY APPROVAL ORDER

78. Motion for Preliminary Approval of Settlement. No later than sixteen (16) court days before the Preliminary Approval Hearing, Plaintiffs shall file a motion for preliminary approval, seeking, among other things, entry of a Preliminary Approval Order, substantially in the form attached as Exhibit 2, conditionally certifying the Class for settlement purposes only, appointing Plaintiffs as representatives of the Class, appointing Class Counsel as counsel for the Class, appointing the Settlement Administrator, setting a Final Approval Hearing date and ordering the Settlement Administrator to mail the Class Notice to Class Members.

78.a. Defendant's Provision of Updated Number of Class Members, Workweeks, PAGA Members and PAGA Pay Periods. No later than seven (7) days before Plaintiffs' motion for preliminary approval hearing date, Defendant shall provide Class Counsel the updated number of Class Members, Workweeks worked by Class Members, PAGA Members and PAGA Pay Periods worked by PAGA Members that will be subject to this Settlement Agreement.

78.b. Defendant's Provision of the Class List to the Settlement Administrator. No later than seven (7) days after the Court's entry of a Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List.

79. Mailing of Class Notice by Bulk First Class U.S. Mail. No later than fourteen (14) days after receiving the Class List, the Settlement Administrator shall mail copies of the Class Notice in English

1 and Spanish to all Class Members via bulk First Class United States Mail, forwarding service requested.

2 79.a. Verification of Class Member Current Addresses and Presumption of Accuracy.

3 Prior to mailing Class Notices to Class Members, the Settlement Administrator shall search the National
4 Change of Address Database maintained by the United States Postal Service and perform skip tracing or
5 other verification procedures to verify Class Members' current addresses. The addresses the Settlement
6 Administrator determines as Class Members' current mailing addresses shall be presumed accurate.

7 79.b. IRS Form W-9 and Additional Withholdings for Unverified Social Security or

8 Taxpayer Identification Numbers. Prior to mailing Class Notices to Class Members, the Settlement
9 Administrator shall use verification procedures to verify Class Member social security numbers and/or
10 taxpayer identification numbers and shall update the Class List accordingly. If the Settlement
11 Administrator is unable to verify a Class Member's social security number and/or taxpayer identification
12 number prior to its initial bulking mailing of Class Notices, then the Settlement Administrator shall enclose
13 an IRS Form W-9 along with each affected Class Member's Class Notice and a writing informing the
14 affected Class Member that the Settlement Administrator was unable to verify the affected Class
15 Member's social security number and/or taxpayer identification number and that the affected Class
16 Member must submit a completed and executed IRS Form W-9 to the Settlement Administrator on or
17 before the Response Deadline to avoid additional withholdings and potential delays in distribution of any
18 payments the affected Class Member may be entitled to under the Settlement.

19 79.c. Re-Mailing of Undelivered Class Notices. No later than three (3) business days

20 after receiving a Class Notice returned as undelivered up to ten (10) days after the Response Deadline,
21 Settlement Administrator shall attempt to determine another mailing address for the affected Class
22 Member by use of skip tracing or other verification or search procedures using the name, address,
23 telephone number, social security number and/or taxpayer identification number of the affected Class
24 Member. If the Settlement Administrator identifies another mailing address for the affected Class
25 Member, then it shall re-mail the Class Notice to the affected Class Member on the same day. If the
26 Settlement Administrator does not identify another mailing address for the affected Class Member, then
27 the Settlement Administrator shall be deemed to have satisfied its obligations to attempt to re-mail the
28 undelivered Class Notice to that affected Class Member. The Settlement Administrator shall maintain

1 records of the dates it receives undelivered Class Notices and re-mails Class Notices.

2 80. Settlement Administrator's Weekly Reports Regarding Class Notice Mailings,
3 Workweek/PAGA Pay Period Disputes, Opt-Out Requests and Objections. After its initial bulk mailing
4 of Class Notices, the Settlement Administrator shall provide the Parties a weekly report, which shall
5 include information about the number of Class Notices mailed, Class Notices returned as undelivered,
6 Class Notices re-mailed, Workweek/PAGA Pay Period Disputes received, Opt-Out Requests received and
7 Objections received. The Settlement Administrator shall and continuously provide the Parties such weekly
8 reports until at least ten (10) days after the Response Deadline.

9 81. Determination of Timeliness and Validity of Workweek/PAGA Pay Period Disputes.
10 Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the
11 submission of a Workweek/PAGA Pay Period Dispute is timely and valid.

12 81.a. Workweek/PAGA Pay Period Dispute Timeliness. The Settlement Administrator
13 shall determine whether a Workweek/PAGA Pay Period Dispute is timely based on the postmarked date
14 on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows
15 the dispute was submitted after the Response Deadline, then the Settlement Administrator shall conclude
16 that the submission was untimely, which may render the submission null, void and ineffective.

17 81.b. Workweek/PAGA Pay Period Dispute Validity. The Settlement Administrator shall
18 determine whether a Workweek/PAGA Pay Period Dispute is valid based on whether it is in writing and
19 includes the five (5) enumerated items required for validity. If the dispute is submitted orally or a written
20 submission is ambiguous or lacks any of the five (5) enumerated items required for validity, then the
21 Settlement Administrator shall conclude that the submission is invalid, which may render the submission
22 null, void and ineffective.

23 81.c. Workweek/PAGA Pay Period Dispute Cure Notices and Notice to the Court. No
24 later than three (3) business days after the Settlement Administrator concludes that a Workweek/PAGA
25 Pay Period Dispute is untimely or invalid prior to the Final Approval Hearing, the Settlement
26 Administrator shall attempt to communicate with the affected Class Member to request that the affected
27 Class Member cure any deficiencies in writing. Regardless of the timeliness or validity of any
28 Workweek/PAGA Pay Period Dispute, the Parties shall ensure that all Workweek/PAGA Pay Period

1 Disputes or any other written statements arguably constituting a timely and valid Workweek/PAGA Pay
2 Period Dispute are brought to the Court's attention in advance of the Final Approval Hearing.

3 82. Workweek/PAGA Pay Period Dispute Notice, Investigation and Resolution. If the
4 Settlement Administrator receives a Workweek/PAGA Pay Period Dispute prior to the Final Approval
5 Hearing, then the Settlement Administrator shall promptly investigate and attempt to resolve the dispute.

6 82.a. Workweek/PAGA Pay Period Dispute Notice to the Parties. No later than three (3)
7 business days after receiving a Workweek/PAGA Pay Period Dispute, and unless the Settlement
8 Administrator has good cause to limit the disclosure of an affected Class Member's personal information
9 considering factors including the affected Class Member's stated or unstated privacy interests, the
10 Settlement Administrator shall notify the Parties of its receipt of the Workweek/PAGA Pay Period Dispute
11 via electronic mail or facsimile, which shall include the identity and contact information of the affected
12 Class Member and any evidence submitted by the affected Class Member.

13 82.b. The Parties' Submission and Evaluation of Further of Evidence. No later than seven
14 (7) days after receiving the Settlement Administrator's notice of a Workweek/PAGA Pay Period Dispute
15 Defendant shall provide the Settlement Administrator with all relevant information it possesses about the
16 affected Class Member's contentions. Given Class Counsel's fiduciary duties owed to Class Members,
17 Class Counsel may undertake reasonable efforts to communicate with and obtain information from the
18 affected Class Member (or the Class Member's representative) to support the affected Class Member's
19 contentions. The Settlement Administrator shall evaluate all relevant evidence and, in consultation with
20 Parties' Counsel, shall render a final decision regarding the Workweek/PAGA Pay Period Dispute.

21 82.c. Notice to Affected Class Members Regarding Workweek/PAGA Pay Period
22 Dispute Investigation and Resolution. No later than three (3) business days of rendering its final decision
23 regarding a Workweek/PAGA Pay Period Dispute, the Settlement Administrator shall send the affected
24 Class Member written notice of its decision via United States Mail, facsimile and/or electronic mail, which
25 shall: (a) indicate whether the Settlement Administrator found the Workweek/PAGA Pay Period Dispute
26 wholly or partly meritorious, unmeritorious, or that it was unable to make a merits determination and the
27 reasons why it made such a finding; (b) indicate the number of Workweeks and/or PAGA Pay Periods
28 that the Settlement Administrator presently intends to credit the affected Class Member including the

1 number of additional Workweeks or PAGA Pay Periods, if any, and any corresponding changes to the
2 estimated Individual Settlement Payment or Individual PAGA Payment that the affected Class Member
3 may receive; and (c) indicate that the Settlement Administrator's final decision is subject to Court review
4 and that the Final Approval Hearing may be the best and final opportunity for the affected Class Member
5 to seek the Court's review or intervention.

6 83. Determination of Timeliness and Validity of Opt-Out Requests. Subject to Parties' Counsel
7 and Court review, the Settlement Administrator shall determine whether the submission of an Opt-Out
8 Request is timely and valid.

9 83.a. Opt-Out Request Timeliness. The Settlement Administrator shall determine
10 whether an Opt-Out Request is timely based on the postmarked date on the mailing envelope, or by other
11 indicia of timeliness. If the postmarked date or other indicia shows the request was submitted after the
12 Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely,
13 which may render the submission null, void and ineffective.

14 83.b. Opt-Out Request Validity. The Settlement Administrator shall determine whether
15 an Opt-Out Request is valid based on whether it is in writing and includes the five (5) enumerated items
16 required for validity. If the request is submitted orally or a written submission is ambiguous or lacks any
17 of the five (5) enumerated items required for validity, then the Settlement Administrator shall conclude
18 that the submission is invalid, which may render the submission null, void and ineffective.

19 83.c. Opt-Out Request Cure Notices and Notice to the Court. No later than three (3)
20 business days after the Settlement Administrator concludes that an Opt-Out Request is untimely or invalid
21 prior to the Final Approval Hearing, the Settlement Administrator shall attempt to communicate with the
22 affected Class Member to request that the affected Class Member cure any deficiencies in writing.
23 Regardless of the timeliness or validity of any Opt-Out Request, the Parties shall ensure that all Opt-Out
24 Requests or any other written statements arguably constituting a timely and valid Opt-Out Request are
25 brought to the Court's attention in advance of the Final Approval Hearing.

26 84. Determination of Timeliness and Validity of Objections. Subject to Parties' Counsel and
27 Court review, the Settlement Administrator shall determine whether the submission of an Objection is
28 timely and valid.

1 84.a. Objection Timeliness. The Settlement Administrator shall determine whether an
2 Objection is timely based on the postmarked date on the mailing envelope, or by other indicia of
3 timeliness. If the postmarked date or other indicia shows the objection was submitted after the Response
4 Deadline, then the Settlement Administrator shall conclude that the submission was untimely, which may
5 render the submission null, void and ineffective.

6 84.b. Objection Validity. The Settlement Administrator shall determine whether an
7 Objection is valid based on whether it is in writing and includes the five (5) enumerated items required
8 for validity. If the request is submitted orally or a written submission is ambiguous or lacks any of the five
9 (5) enumerated items required for validity, then the Settlement Administrator shall conclude that the
10 submission is invalid, which may render the submission null, void and ineffective.

11 84.c. Objection Cure Notices and Notice to the Court. No later than three (3) business
12 days after the Settlement Administrator concludes that an Objection is untimely or invalid prior to the
13 Final Approval Hearing, the Settlement Administrator shall attempt to communicate with the affected
14 Class Member to request that the affected Class Member cure any deficiencies in writing. Regardless of
15 the timeliness or validity of any Objection, the Parties shall ensure that all Objections or any other written
16 statements arguably constituting a timely and valid Objection are brought to the Court's attention in
17 advance of the Final Approval Hearing.

18 85. Settlement Administrator's Written Notice to the Parties of Class Members' Timely and
19 Valid Opt-Out Requests Whose Aggregated Workweeks Exceed or May Exceed Ten Percent (10%) of
20 All Workweeks. If the Settlement Administrator unilaterally, or in response to Plaintiffs' or Defendant's
21 request to investigate, determines it has received timely and valid Opt-Out Requests from Class Members,
22 whose aggregated Workweeks exceed or may exceed ten percent (10%) of all Workweeks worked by the
23 Class, then the Settlement Administrator shall, within three (3) business days, provide Parties' Counsel
24 written notice that it has verified, or intends on further investigating to verify, the applicable Class
25 Members' identities, the aggregated number of Workweeks they worked and whether their aggregated
26 share of Workweeks exceeds ten percent (10%) of all Workweeks worked by Class Members.

27 85.a. Settlement Administrator's and the Parties' Further Investigation of Class
28 Members' Timely and Valid Opt-Out Requests Whose Aggregated Workweeks Exceed or May Exceed

Ten Percent (10%) of All Workweeks. If the Settlement Administrator indicates it has verified or that it intends on further investigation to determine whether it has received timely and valid Opt-Out Requests from Class Members, whose aggregated Workweeks exceed or may exceed ten percent (10%) of all Workweeks worked by the Class, then, given Class Counsel's fiduciary duties owed to Class Members, Class Counsel may undertake reasonable efforts to communicate with and obtain information from the Settlement Administrator, the applicable Class Members (or the Class Members' representative) and Defendant to investigate and verify the same information.

85.b. Parties' Written Consensus that the Settlement Administrator has Received Class Members' Timely and Valid Opt-Out Requests Whose Aggregated Workweeks Exceeds Ten Percent (10%) of All Workweeks. If the Settlement Administrator has verified it has received timely and valid Opt-Out Requests from Class Members, whose aggregated Workweeks exceeds ten percent (10%) of all Workweeks worked by the Class, and Class Counsel has investigated and verified the same information, then the Parties shall agree in writing, such as an email message that includes Parties' Counsel and the Settlement Administrator, that there is a consensus between the Parties and the Settlement Administrator that the Settlement Administrator has received Class Members' timely and valid Opt-Out Requests whose aggregated Workweeks exceeds ten percent (10%) of all Workweeks worked by Class Members.

86. Defendant's Notice and Option to Rescind or Void Settlement After the Parties' Written Consensus. If Class Members, whose aggregated Workweeks exceeds 10 percent (10%) of all Workweeks worked by the Class, Class Counsel has had a reasonable opportunity to investigate and verify the same information, and the Parties agree in writing, such as in an email message that includes Parties' Counsel and the Settlement Administrator, stating there is a consensus between the Parties and the Settlement Administrator that the Settlement Administrator has received Class Members' timely and valid Opt-Out Requests whose aggregated Workweeks exceeds ten percent (10%) of all Workweeks worked by Class Members, then Defendant may, in its discretion, rescind or terminate its obligations under this Settlement Agreement, subject to Defendant's obligation to pay the Settlement Administrator all Settlement Administration Costs incurred up to that date within fifteen (15) days of the Parties' written consensus.

IX. FINAL APPROVAL AND FINAL JUDGMENT AND FINAL JUDGMENT

87. Motion for Final Approval of Settlement. No later than sixteen (16) court days before the

1 Final Approval Hearing, Plaintiffs shall file a motion for final approval, seeking, among other things, entry
2 of a Final Approval Order, substantially in the form attached as Exhibit 3, finally certifying the Class for
3 settlement purposes only, ordering Defendant to remit the Gross Settlement Amount to the Settlement
4 Administrator, approving and ordering the Settlement Administrator to distribute the amounts payable
5 pursuant to the Settlement and setting a date for the Court's review of the Settlement fund distribution.

6 88. Final Judgment. At the time Plaintiffs move for final approval of the Settlement, Plaintiffs
7 shall also move the Court to enter a Final Judgment, substantially in the form attached as Exhibit 4, which
8 shall, among other things, finally adjudge this Action and include a provision for the retention of the
9 Court's jurisdiction over the Parties including the Class to enforce the terms of the judgment.

10 88.a. Settlement Administrator's Report in Advance of Final Approval Hearing. The
11 Settlement Administrator shall, prior to the Final Approval Hearing and at the Parties' request, provide
12 written reports or declarations to the Parties describing, among other things, the process and results of the
13 settlement administration process, the number of Opt-Out Requests received (both timely and valid or
14 otherwise), Objections received (both timely and valid or otherwise), Workweeks/Pay Periods Disputes
15 received (both timely and valid or otherwise) and the actual or projected Settlement Administration Costs
16 to date, which reports or declarations Plaintiffs may file with the Court prior to the Final Approval
17 Hearing.

18 88.b. Notice of Final Approval Order and Final Judgment. If the Court enters the Final
19 Judgment, then the Settlement Administrator shall post copies of the Final Approval Order and Final
20 Judgment for two hundred forty (240) days on its website and Plaintiffs shall cause copies of the Final
21 Approval Order and Final Judgment to be submitted to the LWDA. No individualized notice regarding
22 the entry of the Final Approval Order and Final Judgment shall be required to be provided to the Class.

23 **X. SETTLEMENT ADMINISTRATION AFTER FINAL APPROVAL AND THE**
24 **EFFECTIVE DATE**

25 89. Establishment of a Qualified Settlement Fund After Final Approval. No later than seven
26 (7) days after the Court enters a Final Approval Order, the Settlement Administrator shall establish a
27 qualified settlement fund, account, or trust pursuant to applicable state and federal rules and regulations
28 to hold the Gross Settlement Amount and distribute payments therefrom.

1 89.a. Defendant's Payment of the Gross Settlement After Final Approval. No later than
2 fourteen (14) days after the Court enters a Final Approval Order, Defendant shall remit the Gross
3 Settlement Amount in its entirety to the Settlement Administrator via secure wire transfer or by other
4 secure means and the Settlement Administrator shall report to the Parties whether it received the entire
5 Gross Settlement Amount in a timely manner within three (3) business days.

6 89.b. Distribution Process and Court Intervention if Gross Settlement Amount is
7 Untimely or Incomplete. If Defendant fails to remit the entire Gross Settlement Amount to the Settlement
8 Administrator in full on the date it is due or within a reasonable time thereafter, then the Settlement
9 Administrator shall refrain from distributing any part of the Gross Settlement Amount until the Parties
10 provide the Settlement Administrator further instruction including by way of the Court's intervention or
11 further orders.

12 89.c. Interest on Gross Settlement Amount that is Untimely or Incomplete. If Defendant
13 fails to remit the entire Gross Settlement Amount to the Settlement Administrator in full on the date it is
14 due, then Defendant shall be obligated to pay the legal rate of interest on all amounts due and owing until
15 Defendant remits the entire Gross Settlement Amount to the Settlement Administrator along with the
16 accrued interest; the accrued interest shall remain part of the Net Settlement Amount and shall be
17 distributed to Participating Class Members.

18 90. Settlement Fund Distribution After Effective Date. No later than seven (7) days after
19 receiving the Gross Settlement Amount in full and the Effective Date occurs, the Settlement Administrator
20 shall distribute all payments from the Settlement fund. The Parties and Parties' Counsel shall have the
21 right to monitor and review the administration of the Settlement to verify that monies allocated under this
22 Settlement Agreement are distributed to the correct persons and in correct amounts in keeping with the
23 Final Approval Order and Final Judgment.

24 90.a. Settlement Administration Costs Distribution. The Settlement Administrator shall
25 distribute Settlement Administration Costs to itself for the Settlement Administrator's execution of
26 settlement administration duties.

27 90.b. Class Representative Service Awards Distribution. The Settlement Administrator
28 shall distribute the Class Representative Service Awards to Plaintiffs via a check in Plaintiffs' name, but

1 mailed to Class Counsel, separate from any Individual Settlement Payment and Individual PAGA
2 Payment, for Plaintiffs' efforts and risks in bringing and resolving the Action, which the Settlement
3 Administrator shall report as non-wage income on IRS Form 1099-MISC.

4 90.c. Class Counsel Fee Award Distribution. The Settlement Administrator shall
5 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer as reasonable attorneys'
6 fees for litigating and resolving the Action, which the Settlement Administrator shall report as non-wage
7 income on IRS Form 1099-MISC.

8 90.d. Class Counsel Cost Award Distribution. The Settlement Administrator shall
9 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer for reimbursement of
10 Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action, which the
11 Settlement Administrator shall report as non-wage income on IRS Form 1099-MISC.

12 90.e. PAGA Payment to the LWDA Distribution. The Settlement Administrator shall
13 distribute the PAGA Payment to the LWDA via secure wire transfer or by other secure means to the
14 LWDA as its seventy-five percent (75%) share of the PAGA Payment.

15 90.f. Individual PAGA Payment Distribution. The Settlement Administrator shall
16 distribute Individual PAGA Payment checks to all PAGA Members via bulk First Class United States
17 Mail addressed to each PAGA Members' last known mailing address based on data in the Class List
18 including all updated data resulting from Class Members' timely and valid Opt-Out Requests and the
19 resolution of Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as
20 non-wage income on IRS Form 1099-MISC.

21 90.g. Individual Settlement Payment Distribution. The Settlement Administrator shall
22 distribute Individual Settlement Payment checks to all Participating Class Members via bulk First Class
23 United States Mail addressed to each Participating Class Members' last known mailing address based on
24 data in the Class List including all updated data resulting from Class Members' timely and valid Opt-Out
25 Requests and the resolution of Workweek/PAGA Pay Period Disputes, which the Settlement
26 Administrator shall report as one-third (1/3) wages, subject to reduction for applicable employee payroll
27 taxes and customary withholdings, on IRS Form W-2s and two-thirds (2/3) as non-wage income on IRS
28 Form 1099-MISC.

1 91. 120-Day Reminder Postcard for Uncashed Individual Settlement Payment and Individual
2 PAGA Payment Checks Void. No later than one hundred and twenty (120) days of mailing Individual
3 Settlement Payment and Individual PAGA Payment checks in bulk, the Settlement Administrator shall
4 mail a reminder postcard to all Participating Class Members and PAGA Members, who have not cashed
5 or deposited their Individual Settlement Payment or Individual PAGA Payment checks, that indicates their
6 Individual Settlement Payment or Individual PAGA Payment checks shall become void if they are not
7 cashed or deposited by a date certain.

8 91.a. Check Reissuance and Re-Mailing Prior to Void Date. The Settlement
9 Administrator shall, prior to the date that all Individual Settlement Payment or Individual PAGA Payment
10 checks become void, reissue any misrouted, misplaced, lost or stolen Individual Settlement Payment or
11 Individual PAGA Payment checks to an affected Participating Class Member or PAGA Member, so long
12 as the affected Participating Class Member or PAGA Member's original Individual Settlement Payment
13 or Individual PAGA Payment check has not been cashed or deposited.

14 91.b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment
15 Amounts to the Unclaimed Property Fund. No later than fourteen (14) days after Individual Settlement
16 Payment and Individual PAGA Payment checks become void, the Settlement Administrator shall transfer
17 all amounts associated with the voided checks via secure wire transfer to the Unclaimed Property Fund in
18 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
19 California Code of Civil Procedure Section 384(b).

20 92. Settlement Administrator's Report Following Settlement Fund Distribution. After
21 settlement fund distribution, and at the Parties' and Parties' Counsel's joint or independent requests, the
22 Settlement Administrator shall provide written reports or declarations to the Parties and Parties' Counsel
23 describing, among other things, the results of the settlement fund distribution process, including an
24 accounting of: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA
25 Payment to the LWDA; (4) Individual PAGA Payments; (5) the Class Representative Service Awards; (6)
26 the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement as
27 well as the transfer of all amounts associated with the voided checks to the Unclaimed Property Fund,
28 which report or declarations Plaintiffs may file with the Court.

XI. ADDITIONAL SETTLEMENT PROVISIONS

93. Authorization to Enter into Settlement Agreement and Indemnification. Parties' Counsel warrant and represent they were expressly authorized by the Parties whom they respectively represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken, on behalf of the Class, to effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of Defendant and Defendant shall indemnify any losses incurred as a result of any ultra vires act.

94. Intent to be Binding and Enforceability. The Parties intend this Settlement Agreement to be fully binding on each other and that the Court shall have jurisdiction to enforce the terms and conditions of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6 (or the federal equivalent) upon noticed motion. If any of the Parties breach any terms of this Settlement Agreement and an action is brought to enforce its terms, then the prevailing party in any enforcement action shall be entitled to recover reasonable attorneys' fees and costs.

95. Continuing Jurisdiction of the Court. Following entry of Final Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and directives entered in connection therewith. Parties and Parties' Counsel shall submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing this Settlement Agreement and all orders and directives entered in connection therewith.

95.a. Interim Stay of Action. The Parties agree to stay and shall request that the Court stay all proceedings in the Action, except such proceedings necessary to obtain preliminary and final approval of the Settlement to fully implement this Settlement Agreement up to the time the Court enters Final Judgment and the distribution of Settlement funds occurs.

95.b. Effect of Settlement Not Being Final. If this Settlement Agreement does not become final by way of entry of a Final Judgment or by a denial of a preliminary approval or a final approval with prejudice that binds the Parties from exercising their rights to renegotiate a settlement over the same or similar subject matter, then it shall be rendered null and void ab initio. If this Settlement Agreement is rendered null and void ab initio, then no Class Member or person shall use this Settlement Agreement to support any claim or request for class certification in the Action or in any other civil

proceeding against Defendant. The Parties shall, accordingly, proceed in all respects as if this Settlement Agreement had not been executed, except that Plaintiffs, on the one hand, and Defendant, on the other hand, shall pay the Settlement Administration Costs incurred to date to the Settlement Administrator in fifty percent (50%) shares.

95.c. Agreement to Cooperate if Court Does Not Approve Settlement. If the Court does not finally approve this Settlement for any reason and in a manner that does not bind the Parties from exercising their rights to renegotiate a settlement over the same or similar subject matter, then the Parties agree to cooperate to reach a settlement that may be approved by the Court.

95.d. Best Efforts and Cooperation. The Parties and Parties' Counsel pledge their good faith and fair dealing in supporting the approval of this Settlement Agreement by the Court, including, but not limited to, fully documenting the settlement, timely delivering documents and information to each other, completing or filing any other required documents or pleadings, arguing that the terms and conditions agreed upon should be enforced fully, commencing any required action (either in court or in arbitration), and jointly appealing and/or otherwise exhausting judicial review of any adverse ruling. Defendant agrees that it shall not oppose Plaintiffs' motion for preliminary approval or motion for final approval nor any motions or requests for fees, costs, or awards so long as Plaintiffs' motions and requests are materially consistent with the terms and provisions of this Settlement Agreement.

95.e. Disclosure of Discovery and Further Confirmatory Discovery to Support Fairness, Reasonableness and Adequacy of Settlement. Defendant shall not object to Class Counsel's revelation of information that Defendant may have marked as confidential under the mediation privilege including the data, documents, and sampling exchanged for mediation purposes solely in connection with obtaining Court approval of the Settlement. If the Court denies entry of an order granting preliminary approval or final approval for want of additional information about the fairness, reasonableness or adequacy of the Settlement, then Defendant shall provide Class Counsel informal confirmatory discovery, as reasonably necessary, to secure preliminary or final approval of the Settlement including additional data, documents, and time and pay record samples and a "*Kullar*" declaration under penalty of perjury regarding Defendant's financial condition, changes to its timekeeping and wage payment policies and practices during the pendency of the Action, and/or other facts about the Defendant's wage payment policies and

1 practices, signed by a declarant with personal knowledge to support Plaintiffs' agreement to settle at a
2 discount, which Plaintiffs shall disclose to the Court, as necessary, to secure preliminary or final approval
3 of the Settlement.

4 95.f. Resolution of Disputes. If the Court fails to approve this Settlement for any reason,
5 or if the Parties are unable to reach agreement on the form or content of any document needed to implement
6 the Settlement, or on any supplemental provision that may become necessary to effectuate the terms of
7 this Settlement Agreement, then the Parties agree to meet and confer and attend mediation with Tripper
8 Ortman to reach a settlement that the Court may approve or to resolve such disagreement, as necessary.

9 95.g. No Discouragement of Class Member Participation or Obstruction of Settlement.
10 The Parties and Parties' Counsel agree not to encourage Class Members to file Opt-Out Requests,
11 Objections, oppositions or other motions that oppose the entry of a Preliminary Approval Order or a Final
12 Approval Order that approves this Settlement Agreement, appeal the entry of the Final Judgment or
13 otherwise obstruct the full and final settlement of the Action including by refraining from obtaining
14 waivers or *Pick Up Stix* agreements from Class Members.

15 95.h. Confidentiality Limitation on Public Statements About Settlement. This Settlement
16 shall remain confidential until the Motion for Preliminary Approval of Class Action Settlement ("Motion
17 for Preliminary Approval") is filed with the Court. Until that time, Plaintiffs and Class Counsel expressly
18 agree that they shall not reveal, disclose, divulge, advertise, post on the Internet or social media, or discuss,
19 directly or indirectly, with any person or any entity, in public or in private, the manner in which the Action
20 has been resolved, the nature of the Action, or any terms of the Settlement Agreement whatsoever.
21 Plaintiffs and Class Counsel further expressly agree that they will not publicize this Settlement or
22 Settlement Agreement in any manner, even anonymously, including, without limitation, reporting to Jury
23 Verdicts or any other reporting services. After the Motion for Preliminary Approval is filed with the
24 Court, Plaintiffs and Class Counsel expressly agree not to publicize the name of the Defendant and
25 settlement amount in any manner and shall refrain from posting Defendant's name on Class Counsel's
26 website or using Defendant's name to advertise any alleged recovery or settlement agreement by Class
27 Counsel. Nothing in this Settlement Agreement shall restrict Class Counsel from disclosing and including
28 all publicly available information regarding this case and the Settlement in any documents filed with any

1 court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).
2 Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to
3 the LWDA in conformity with PAGA.

4 95.i. Neutral Employment Reference. In response to any inquiries from a prospective
5 employer of Plaintiffs, Defendant agrees to provide a neutral reference which shall only include the dates
6 worked and the last position held. Plaintiffs will instruct all inquiring entities to direct such inquiries to
7 Defendant's Human Resources Department.

8 95.j. California Law Governs. All terms of this Settlement Agreement and the Exhibits
9 attached hereto shall be governed by and interpreted according to the laws of the State of California.
10 However, if any material inconsistencies or ambiguities arise during the construction and interpretation of
11 the terms and provisions of any of the Exhibits as compared to the terms and provisions in this Settlement
12 Agreement, then the terms and provisions in this Settlement Agreement shall control.

13 95.k. Method of Signature and Counterparts. This Settlement Agreement may be
14 executed by facsimile, electronic, document scan, or other means, in one or more counterparts or
15 duplicates of originals and each of them shall be deemed an original and shall constitute one instrument.

16 95.l. Amendment or Modification. This Settlement Agreement shall not be amended or
17 modified in any material respect unless by a written instrument signed by the Parties.

18 95.m. Binding on Successors and Assigns. This Settlement Agreement shall be binding
19 upon and inure to the benefit of the Parties' successors and assigns.

20 95.n. Headings. The descriptive headings of any paragraphs or sections of this Settlement
21 Agreement including the capitalized terms therein are inserted for convenience only.

22 95.o. Construction. The Parties have drafted this Settlement Agreement together. Hence,
23 in any construction of this Settlement Agreement, the same shall not be construed against any of the Parties
24 by reason of any claim that one of the Parties drafted the Settlement Agreement.

25 95.p. Invalidity of Any Provision. If any term or provision of this Settlement Agreement
26 is deemed invalid, then the Parties agree that the Court should strike the invalid term or provision and then
27 fully construe the remaining terms and provisions valid and in a manner resulting in a construction giving
28 all remaining terms and provisions of this Settlement Agreement validity and enforceability.

1 95.q. Waivers. The waiver of any breach of this Settlement Agreement shall not be
2 deemed or construed as a waiver of any other breach of this Settlement Agreement, whether prior,
3 subsequent, contemporaneous or continuing.

4 96. Severability. If one or more of the provisions contained in this Settlement Agreement is
5 deemed or held invalid, illegal, or unenforceable in any respect, then the invalid, illegal, or unenforceable
6 provisions shall be deemed stricken and the remaining provisions shall remain valid, illegal and
7 enforceable including if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Class,
8 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
9 included in this Settlement Agreement, as necessary, or in lieu of written amendment or modification.

10 97. Entire Agreement. This Settlement Agreement and the attached Exhibits constitute the
11 entire agreement between the Parties. The Exhibits to this Settlement Agreement are an integral part of
12 the Settlement. No oral or written representations, warranties, or inducements have been made to Plaintiffs
13 or Defendant concerning this Settlement Agreement other than the representations, warranties and
14 covenants contained and memorialized in this Settlement Agreement. No other prior or contemporaneous
15 written or oral agreements regarding the subject matter herein shall be deemed binding on the Parties.

16 **IT IS SO STIPULATED.**

17 * * * *Remainder of Page Intentionally Blank – Signature Page Follows* * * *

1 DATED: 5/23/2023

Plaintiff JOSHUA BRAVO

2
3 By: 
4 JOSHUA BRAVO

5 DATED: _____

Plaintiff ALEX FERNANDO IBOY XOJ

6
7 By: _____
8 ALEX FERNANDO IBOY XOJ

9 DATED: _____

Defendant J GINGER MASONRY, L.P.

10
11 By: _____
12 WILLIAM FOGG

13 President, J GINGER MASONRY, L.P., a limited
14 partnership

APPROVED AS TO FORM:

15 DATED: 5/24/23

MOON & YANG, APC

16
17 By: 
18 KANE MOON
19 ROY K. SUH

20 Attorneys for Plaintiffs JOSHUA BRAVO and
21 ALEX FERNANDO IBOY XOJ individually, and
22 on behalf of all others similarly situated

23 DATED: _____

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

24 By: _____
25 SCOTT K. DAUSCHER
26 JON M. SETOGUCHI

27 Attorneys for Defendant J GINGER MASONRY,
28 L.P., a limited partnership

1 DATED: _____

Plaintiff JOSHUA BRAVO

2
3 By: _____
4 JOSHUA BRAVO

5 DATED: 5/24/2023

Plaintiff ALEX FERNANDO IBOY XOJ

6
7 DocuSigned by:
By:  _____
8 ALEX FERNANDO IBOY XOJ

9 DATED: _____

Defendant J GINGER MASONRY, L.P.

10
11 By: _____
12 WILLIAM FOGG

13 President, J GINGER MASONRY, L.P., a limited
partnership

14 **APPROVED AS TO FORM:**

15 DATED: 5/24/23

MOON & YANG, APC

16
17 
By: _____
18 KANE MOON
ROY K. SUH

19 Attorneys for Plaintiffs JOSHUA BRAVO and
20 ALEX FERNANDO IBOY XOJ individually, and
on behalf of all others similarly situated

21 DATED: _____

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

22
23
24 By: _____
25 SCOTT K. DAUSCHER
JON M. SETOGUCHI

26 Attorneys for Defendant J GINGER MASONRY,
27 L.P., a limited partnership
28

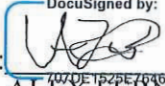
1 DATED: _____

Plaintiff JOSHUA BRAVO

By: _____
JOSHUA BRAVO

5 DATED: 5/24/2023

Plaintiff ALEX FERNANDO IBOY XOJ

DocuSigned by:
By:  _____
ALEX FERNANDO IBOY XOJ

9 DATED: June 20, 2023

Defendant J GINGER MASONRY, L.P.

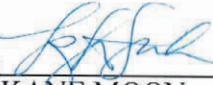
By:  _____
WILLIAM FOGG

President, J GINGER MASONRY, L.P., a limited partnership

APPROVED AS TO FORM:

15 DATED: 5/24/23

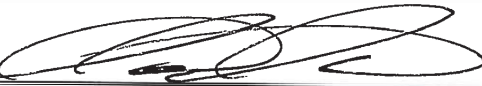
MOON & YANG, APC

By:  _____
KANE MOON
ROY K. SUH

Attorneys for Plaintiffs JOSHUA BRAVO and
ALEX FERNANDO IBOY XOJ individually, and
on behalf of all others similarly situated

21 DATED: June 20, 2023

**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

By:  _____
SCOTT K. DAUSCHER
JON M. SETOGUCHI

Attorneys for Defendant J GINGER MASONRY,
L.P., a limited partnership

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EXHIBIT 1
(Draft Class Notice)

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Flores, et al. v. J Ginger Masonry, L.P.
 Los Angeles County Superior Court, Case No. 20STCV46463

**A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER.
 YOU ARE NOT BEING SUED.**

IF YOU ARE OR WERE EMPLOYED BY J GINGER MASONRY, L.P. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN DECEMBER 3, 2016 AND NOVEMBER 1, 2022, THEN THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement” or “proposed Settlement”) has been reached in class and representative action entitled *Flores, et al. v. J Ginger Masonry, L.P.*, Los Angeles County Superior Court, Case No. 20STCV46463 (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action. A formal Settlement Agreement is filed with the Court, which you may request a copy of, as described below. If there are any material inconsistencies between this notice and the Settlement Agreement, then subject to Court review, the provisions in the Settlement Agreement shall control.

The Court has preliminarily approved the Settlement’s payment provisions and other terms and conditions described in this notice. The Honorable Carolyn B. Kuhl will determine whether the Settlement is fair, adequate and reasonable and whether a Final Approval Order and a Final Judgment should be entered during a Final Approval Hearing at [FINAL APPROVAL HEARING DATE & TIME] in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. Because the date and time of the Final Approval Hearing may change without further notice, you should contact the Settlement Administrator or Class Counsel for further updates.

IF YOU DO NOT REQUEST TO BE EXCLUDED OR “OPT-OUT” OF THE SETTLEMENT ON TIME AND THE COURT ENTERS A FINAL APPROVAL ORDER AND A FINAL JUDGMENT, THEN YOU MAY BE ENTITLED TO AN INDIVIDUAL SETTLEMENT PAYMENT AND MAY BE BOUND BY THE RELEASE OF THE “RELEASED CLAIMS” DESCRIBED IN THIS NOTICE.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do nothing	If you do nothing, then you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up various rights to pursue a separate legal action against Defendant J GINGER MASONRY, L.P. (“Defendant”) and any Released Parties based on any of the Released Claims.
Request to exclude yourself from or “Opt-Out” of the Settlement	If you do not want to participate in this Settlement, then you must exclude yourself from or “Opt-Out” of the Settlement, by writing to the Settlement Administrator by [45-DAY RESPONSE DEADLINE]. If you choose to Opt-Out, then you will not receive any benefits under the Settlement nor will you release any claims against Defendant. If you qualify as a PAGA Member, however, then you will still receive an Individual PAGA Payment even if you choose to Opt-Out.
Object to the Settlement	If you wish to object to the Settlement, then you must write to the Settlement Administrator by [45-DAY RESPONSE DEADLINE], about why you object to the Settlement. This option is available only if you do not Opt-Out of the Settlement.
Contest or dispute your Workweek or PAGA Pay Period credits	If you wish to contest or dispute the number of Workweek or PAGA Pay Period credits the Settlement Administrator intends on assigning to you for the purpose of calculating your share of the Settlement funds, then you must write to the Settlement Administrator by [45-DAY RESPONSE DEADLINE], about why you dispute the credits and provide supporting documentation that you possess to support your dispute.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class of persons (the “Class”):

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2016 to NOVEMBER 1, 2022 (“Class Period”).

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this Action about?

Plaintiffs Joshua Bravo and Alex Fernando Iboy Xoj (“Plaintiffs”), individually, and on behalf of the Class, allege Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide required meal periods;

(4) failed to provide required rest periods; (5) failed to indemnify employees for necessary expenditures; (6) failed to furnish accurate itemized wage statements; (7) failed to pay timely and all wages due to discharged and quitting employees; (8) engaged in unfair and unlawful business practices under California Business and Professions Code; (9) and engaged in conduct giving rise to civil penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”).

Plaintiffs believe this Settlement is in the best interests of all Class Members. Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions and costs associated with continued litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification. This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendant (the “Parties”). Considering the risks and expenses associated with continued litigation, the Parties agree this Settlement is fair, adequate and reasonable.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendant’s defenses.

Who are the attorneys representing the Class?

The attorneys representing the Class in the Action (“Class Counsel”) are: Kane Moon (Cal. SBN 249834) and Roy K. Suh (Cal. SBN 283988), MOON & YANG, APC, 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017; Telephone: (213) 232-3128; Facsimile: (213) 232-3125.

What are the Settlement payment terms?

Gross Settlement Amount. The “Gross Settlement Amount” of \$1,671,690.00 includes: (1) the amount of all Individual Settlement Payments to Class Members who do not Opt-out (“Participating Class Members”); (2) Settlement Administration Costs to the Settlement Administrator; (3) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”); (4) Individual PAGA Payments to PAGA Members; (5) Class Representative Service Awards to Plaintiffs; (6) the Class Counsel Fee Award to Class Counsel; and (7) the Class Counsel Cost Award to Class Counsel.

Net Settlement Amount. The “Net Settlement Amount” is currently estimated to be \$959,460.00. The Net Settlement Amount is subject to a final accounting and will be the amount remaining for disbursement to Participating Class Members after the following amounts are deducted from Gross Settlement Amount: (1) Settlement Administration Costs estimated not to exceed \$20,000.00; (2) the \$75,000.00 PAGA Payment to the LWDA for PAGA penalties; (3) the \$25,000.00 aggregate PAGA Payment to PAGA Members; (4) the \$15,000.00 Class Representative Service Awards (\$7,500.00 to each of) the Plaintiffs; (5) the greater of \$557,230.00 or one-third (1/3) of the Gross Settlement Amount as a Class Counsel Fee Award to Class Counsel; and (6) and a Class Counsel Cost Award not to exceed \$20,000.00.

Individual Settlement Payments to Participating Class Members. The Settlement Administrator shall disburse Individual Settlement Payments from the estimated \$959,460.00 Net Settlement Amount to Participating Class Members based on the Workweek credits assigned to them. Individual Settlement Payments shall be characterized as one-third (1/3) wages, subject to IRS Form W-2 reporting, and two-thirds (2/3) non-wages, subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state and federal taxes from the wage portion of the Individual Settlement Payments only.

Individual PAGA Payments to PAGA Members. If you worked as an hourly non-exempt employee for Defendant in California at any time from December 3, 2019 to November 1, 2022 (“PAGA Period”), then you may also be a PAGA Member. The Settlement Administrator shall disburse Individual PAGA Payments from the \$25,000.00 aggregate PAGA Payment to PAGA Members based on the Pay Period credits assigned to them. Individual PAGA Payments shall be characterized as 100% non-wages, subject to IRS Form 1099 reporting.

PAGA Members Cannot opt-out of the “PAGA Component” of the Settlement. If you are a PAGA Member and the Settlement becomes final, then you will be entitled to an Individual PAGA Payment even if you choose to Opt-out of the Class component of the Settlement. This is because Individual PAGA Payments do not constitute consideration offered or exchanged for the release of any Class Members’ individual, private rights of action. In other words, PAGA Members cannot opt-out of the PAGA component of the Settlement but they can still preserve their individual, private rights to sue Defendant for any of the Released Claims as long as they Opt-out the “Class component” of the Settlement on time.

Checks Void at 180 Days & Transfer to the Unclaimed Property Fund. If the Settlement becomes final, then the Settlement Administrator shall mail Individual Settlement Payment and Individual PAGA Payment checks no sooner than 75 days thereafter. If any Individual Settlement Payment or Individual PAGA Payment checks remain uncashed 180 days after the Settlement Administrator’s initial bulk mailing, then the uncashed checks will automatically become void and the uncashed check amounts will be transferred to the California Controller’s Unclaimed Property Fund and deposited in the names of affected Participating Class Members, who shall remain bound by the Settlement. If the monies represented by your check is sent to the Unclaimed Property Fund, then you may consult the Unclaimed Property Fund’s website (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

No Tax Advice. Parties and their attorneys make no representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning any tax consequences of payments to any Class Member.

How much money should you expect as an Individual Settlement Payment and an Individual PAGA Payment?

Individual Settlement Payment Calculations. The Settlement Administrator shall determine Individual Settlement Payment amounts by (1) dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the “Workweek Dollar Value” amount; and (2) multiplying the Workweek Dollar Value with the number of Workweek credits assigned to each Participating Class Member.

Workweek Credits. The Settlement Administrator shall credit each individual Participating Class Member with a single Workweek credit for every calendar week that the individual Participating Class Member worked at least one day or is otherwise identifiable, in Defendant’s personnel records, as Defendant’s employee in the state of California during the Class Period. Defendant estimates Class Members worked for Defendant during an aggregated 90,610 Workweeks.

Individual PAGA Payment Calculations. The Settlement Administrator shall determine Individual PAGA Payment amounts by (1) dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in the “PAGA Pay Period Dollar Value” amount; and (2) multiplying the PAGA Pay Period Dollar Value with the number of PAGA Pay Period credits assigned to each PAGA Member.

PAGA Pay Period Credits. The Settlement Administrator shall credit each individual PAGA Member with a single PAGA Pay Period credit for every calendar week that the individual PAGA Member worked at least one day or is otherwise identifiable, in Defendant’s personnel records, as Defendant’s employee in the State of California during the PAGA Period. Defendant estimates PAGA Members worked for Defendant during an aggregated **XX,XXX** PAGA Pay Periods.

Your Preliminarily Assigned Workweeks and PAGA Pay Periods and Estimated Individual Settlement Payment and Individual PAGA Payment: Defendant has provided the Settlement Administrator with the dates all Class Members and PAGA Members worked during the Class Period and PAGA Period. Based on Defendant’s records, the Settlement Administrator intends to credit you with the following Workweek and PAGA Pay Period credits:

<<**Total Workweeks**>> Workweek Credits

<<**Total Workweeks**>> PAGA Pay Period Credits

Based on the Preliminary Workweek Dollar Value of <<**\$X.XX.00**>> and the preliminary PAGA Pay Period Dollar Value of <<**\$X.XX.00**>>, **your estimated Individual Settlement Payment and estimated Individual PAGA Payment are:**

<<**EstSettPayment**>> **Individual Settlement Payment**

<<**EstPAGAPayment**>> **Individual PAGA Payment**

Please note that the foregoing amounts are only estimates before a final accounting is conducted and before all required legal deductions; your actual payment may be greater or smaller than the amount reported above.

Who are the Released Parties and what claims will be released by the proposed Settlement’s Released Claims?

The Effective Date of the Settlement. The “Effective Date” is the date that the Class is served notice of the Court’s entry of a Final Judgment in the manner specified by the Court and (i) sixty-five (65) days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) days after the day when all appeals, writs or other challenges to the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed, whichever date is later.

Participating Class Members’ Release of Released Claims Against Released Parties. If Defendant remits the Gross Settlement Amount in full to the Settlement Administrator and the Effective Date occurs, then Plaintiffs and each Participating Class Member shall be deemed to have fully, finally and forever released:

- The “Released Parties” means (1) Defendant; (2) Defendant’s respective past, present and future parent corporations, affiliates, affiliates’ companies, subsidiaries, divisions, d/b/a’s, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their current and former employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners, directors, shareholders, agents, both individually and in their business capacities of any of the following; and (3) any individual or entity which could be jointly liable with any of the foregoing for any of the Released Claims.
- The “Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Litigation, including any claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business Practices and any of the violations of the California Labor Code and applicable California Industrial Welfare Commission Wage Orders that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including but not limited to compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys’ fees; interest; and litigation costs.

California's Release of PAGA Claims Against Released Parties. On the Effective Date, the State of California, by and through Plaintiffs, its deputized PAGA representatives, shall be deemed to have settled and released all PAGA Claims against the Released Parties. "PAGA Claims" means all claims or causes of action under PAGA that could have been premised on the claims, causes of action, or legal theories of relief alleged in Plaintiffs' December 2, 2020 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-814198-20, as amended on July 29, 2021, and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

What are my options in this matter?

Class Members' Four Options and Communications with the Settlement Administrator & Class Counsel. You have four (4) options under this Settlement. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Payment; (B) request to exclude yourself from or "Opt-Out" of the Settlement; (C) object to the Settlement; and (D) contest or dispute your Workweek or PAGA Pay Period credits. All Opt-Out Requests, Objections and Workweek/PAGA Pay Period Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for *Flores, et al. v. J Ginger Masonry, L.P.* P.O. Box _____, [City], [State] [Zip] by United States Mail, facsimile and/or in other written form by no later than [45-DAY RESPONSE DEADLINE DATE]. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes you submit.

OPTION A. (Do Nothing). If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then **you do not need to take any action and you do not need to submit a claim form.** If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost and you will be deemed to have consented to release the Released Claims described above.

OPTION B. (Request to Exclude Yourself from or "Opt-Out" of the Settlement). If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written Opt-Out Request to the Settlement Administrator by [45-DAY RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your dates of employment; (3) your contact information (e.g., current mailing address and telephone number); (4) **your statement in no exact words but, nevertheless, substantially in a form and substance indicating a desire to be excluded from the Settlement Agreement (e.g., "I wish to be excluded from the settlement."; "I opt out from the settlement.");** and (5) your or your legal representative's signature. If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefit (except for being entitled to an Individual PAGA Payment, if you qualify) under the proposed Settlement and you may not be entitled or permitted to assert or raise an objection to the Settlement.

If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Participating Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendant's Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the request null and void.

OPTION C. (Object to the Settlement). If you wish to object to the settlement, then you may object to it by submitting a timely and written Objection to the Settlement Administrator by [45-DAY RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your dates of employment; (3) your current contact information (e.g., a current mailing address and telephone number); (4) your statement indicating the grounds for the objection; and (5) your or your legal representative's signature. Class Counsel will not assist or represent you for the purposes of objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection. **If Court finally approves the Settlement despite any Objections, then you may and will likely be bound by the terms of the Settlement including the release of Released Claims as set forth above.**

If you do not submit an Objection in the manner described above in time, then the Court may determine that you have waived any objections and may not allow you to make any objection (whether by appeal or otherwise) to the proposed Settlement. Subject to review by Class Counsel, Defendant's Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the objection null and void.

OPTION D. (Contest or Dispute Your Workweek or PAGA Pay Period Credits). If you disagree with the number of Workweek or PAGA Pay Period credits you have been assigned above, then you must submit a timely and valid written Workweek/PAGA Pay Period Dispute to the Settlement Administrator by [45-DAY RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your dates of employment; (3) your current contact information (e.g., a current mailing address and telephone number); (4) **a statement indicating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited along with documentary evidence to support your contentions, if any;** and (5) your or your legal representative's signature.

If you do not submit a Workweek/PAGA Pay Period Dispute in the manner described above in time, then the Court may determine that you have waived any challenge to the Workweek or PAGA Pay Period credits you have been assigned. Subject to review by Class Counsel, Defendant's Counsel and the Court, the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period dispute is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the Workweek/PAGA Pay Period dispute null and void.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing [FINAL APPROVAL HEARING DATE & TIME] in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012 regarding the fairness, reasonableness and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. **You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.**

If the Court grants final approval of the Settlement, then notice of the Final Judgment may be provided by electronic posting on the Settlement Administrator's website (www.) within seven (7) days after entry of the Final Judgment or in another manner other than direct mailing or notice to you.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, may be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's Case Access website at: <https://www.lacourt.org/casesummary/ui/>. Please visit the Court's website for more information about accessing case related documents. You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

[FURTHER WITHHOLDINGS NOTICE]

The Settlement Administrator has identified you as a Class Member but has been unable to verify your social security number or tax identification number. If you do not complete the IRS Form W-9 enclosed with this Notice and return it to the Settlement Administrator, the Settlement Administrator may deduct additional withholdings from your Individual Settlement Payment. If you have any questions or concerns about completing and returning the enclosed IRS Form W-9, you may contact the Settlement Administrator to discuss other available options to verify your social security number or tax identification number.

[NEXT PAGE – IRS FORM W-9]

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EXHIBIT 2
(Draft Preliminary
Approval Order)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARCADIO PINTO FLORES, JOSHUA BRAVO
and ALEX FERNANDO IBOY XOJ, individually,
and on behalf of all others similarly situated,

Plaintiffs,

v.

J GINGER MASONRY, L.P., a limited
partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV46463
*Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Department 12*

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

PAGA Case No.	
LWDA-CM-814198-20:	December 2, 2020
Action Filed:	December 3, 2020
FAC Filed:	November 9, 2021
Trial Date:	None Set

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") came before this Court on [PRELIMINARY APPROVAL HEARING DATE & TIME] in *Flores, et al. v. J Ginger Masonry, L.P.*, Los Angeles County Superior Court, Case No. 20STCV46463 (the "Action"). The Court, having reviewed the Motion and declarations filed in support thereof, including the Stipulation of Class and Representative Action Settlement ("Settlement Agreement") attached as **Exhibit A** to the Declaration of Kane Moon, the Notice of Class Action Settlement ("Class Notice"), which is attached as **Exhibit 1** to the Settlement Agreement and for GOOD CAUSE appearing, the Court hereby ORDERS:

1. The Court GRANTS preliminary approval of the settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at the Final Approval Hearing. For purposes of the settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class" defined as follows:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2016 to November 1, 2022 ("Class Period")

The Court further notes that the PAGA release component of the proposed Settlement shall potentially bind the State of California with respect to the following persons:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2019 to November 1, 2022 ("PAGA Period")

2. For settlement purposes only, the Court designates Plaintiffs Joshua Bravo and Alex Fernando Iboy Xoj as Class Representatives.

3. For settlement purposes only, the Court appoints Kane Moon and Roy K. Suh of Moon & Yang, APC, as Class Counsel.

4. The Court appoints **Simpluris, Inc.** as the Settlement Administrator.

5. A Final Approval Hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 12 of this Court, located at 312 North Spring Street, Los Angeles, California 90012 at

1 _____ a.m./p.m. _____.

2 6. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should
3 be approved as fair, reasonable and adequate for the Class; (b) whether an order granting final approval
4 of the settlement and a final judgement should be entered; and (c) whether Plaintiffs' application for Class
5 Representative Service Awards and an award of attorney's fees and costs should be granted.

6 7. Counsel for the parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval and an award of attorney's fees and costs by no
8 later than _____.

9 8. The Court approves, as to form and content, the Class Notice attached as **Exhibit 1** to the
10 Settlement Agreement. The Court finds that the forms of notice to the Class regarding the pendency of the
11 Action and of the proposed Settlement and the methods of giving notice to members of the Class constitute
12 the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all
13 members of the Class. The class notice administration process complies with the requirements of
14 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
15 Court, rules 3.766 and 3.769, the California and United States Constitutions and other applicable law.

16 9. The Court further approves the procedures for Class Members to opt out of or object to the
17 proposed Settlement, as set forth in the Settlement Agreement and the Class Notice.

18 10. The Court orders the Parties to carry out the class notice administration process for the
19 proposed Settlement according to the terms of the Settlement Agreement and authorizes the Parties to
20 utilize all reasonable procedures to effectuate those ends, which are materially consistent with this Order
21 and the Settlement Agreement.

22 11. Pending the Final Approval Hearing, all proceedings in the Action, other than those
23 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order,
24 are stayed. To facilitate class notice administration pending the Final Approval Hearing, the Court hereby
25 enjoins all Class Members from filing or prosecuting any claims, suits, or proceedings regarding claims
26 released under the proposed Settlement pending in this Department until such Class Members have
27 submitted valid Opt-Out Requests with the Settlement Administrator.

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

<u>Event</u>	<u>Timing</u>
Last day for Defendant to provide Class List to the Settlement Administrator.	_____ [date] (Seven (7) days after preliminary approval)
Last day for the Settlement Administrator to mail Class Notice to Class Members in bulk.	_____ [date] (14 days after receipt of Class List; 21 days after preliminary approval)
Last day for Class Members to postmark or submit Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes to the Settlement (“Response Deadline”).	_____ [date] (60 days after Class Notice Mailing Date; 81 days after preliminary approval)
Last day for Settlement Administrator to provide Parties with list of all Class Members who submitted valid Opt-Out Request, Objections or Workweek/PAGA Pay Period Disputes.	_____ [date] (10 days after Response Deadline; 91 days after preliminary approval)
Last day for Plaintiffs to file a motion and supporting documents for final approval of class action settlement.	_____ [date] (16 court days before Final Approval Hearing)
Final Approval Hearing.	_____ [date] at _____ [time] (120 days after preliminary approval)

13. The Final Approval Hearing and related deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE CAROLYN B. KUHL
Judge of The Superior Court

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EXHIBIT 3

(Draft Final Approval

Order)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARCADIO PINTO FLORES, JOSHUA BRAVO
and ALEX FERNANDO IBOY XOJ individually,
and on behalf of all others similarly situated,

Plaintiffs,

v.

J GINGER MASONRY, L.P., a limited
partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV46463

*Assigned for all purposes to the Honorable Carolyn
B. Kuhl, Department 12*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

PAGA Case No.

LWDA-CM-814198-20:

Action Filed:

FAC Filed:

Trial Date:

December 2, 2020

December 3, 2020

November 9, 2021

None Set

[PROPOSED] ORDER GRANTING FINAL APPROVAL

Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement ("Motion") came before this Court on [FINAL APPROVAL HEARING DATE & TIME] in *Flores, et al. v. J Ginger Masonry, L.P.*, Los Angeles County Superior Court, Case No. 20STCV46463 (the "Action"). The Court, having fully reviewed the Motion and declarations and exhibits filed in support thereof, as well as the records and documents on file in the Action including the Stipulation of Class and Representative Action Settlement ("Settlement Agreement") attached as **Exhibit A** to the Declaration of Kane Moon, the Notice of Class Action Settlement ("Class Notice"), which is attached as **Exhibit 1** to the Declaration of [TPA - TBD] and for and for GOOD CAUSE appearing, the Court hereby ORDERS:

1. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, Class Members and Defendant and finally certifies and binds the following Class Members and Class:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2016 to November 1, 2022 ("Class Period").

The Court further notes that the PAGA release component of the proposed Settlement shall potentially bind the State of California with respect to the following persons:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2019 to November 1, 2022 ("PAGA Period").

2. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA") the Court grants final approval of the Settlement as set forth in the Settlement Agreement for settlement purposes only.

3. The Court finds that Plaintiffs Joshua Bravo and Alex Fernando Iboy Xoj have adequately represented the Class and finally appoints him as Class Representative.

4. The Court finds that Kane Moon and Roy K. Suh of Moon & Yang, APC, have adequately represented the Class and finally appoints them as Class Counsel.

5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial additional

costs by all parties, as well as the delay and risk that would be presented by further prosecution of the Action. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive, arm's length negotiations.

6. The Court determines that the Parties complied with the distribution of the Class Notice to the Class in the manner and form set forth in the Preliminary Approval Order and that, as a result, the Class Notice provided to the Class was the best notice practicable under the circumstances, constituted due and sufficient notice to all persons entitled to such notice and that all absent Class Members have been given the opportunity to participate fully in the claims exclusion and the approval process.

7. [Settlement Administrator], the Court-appointed Settlement Administrator has received _____ Workweek/PAGA Pay Period Disputes regarding the calculations of Class Members' credited Workweeks or PAGA Pay Periods. The Settlement Administrator has, furthermore, received _____ Objections and _____ Opt-Out Request to the Settlement (i.e., "Opt Outs") in response to the Class Notice. Accordingly, all Class Members shall be bound by the terms of the Settlement.

8. Plaintiffs and all Class Members ("Participating Class Members"), shall have, by operation of this Order and the accompanying Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all Released Claims as set forth in the Settlement Agreement. Unless upon an extraordinary showing of good cause, Participating Class Members shall be forever barred and enjoined from prosecuting any of the Released Claims against the Released Parties as set forth in the Settlement Agreement, whether or not they actually receive or cash Individual Settlement Payment checks and shall not be entitled to any further payment or any personal relief of any kind from any Released Parties including any payment for damages, wages, compensation, commissions, fees, costs, reimbursements, penalties, or interest on account of the Released Claims. If a Participating Class Member fails to receive or cash his or her Individual Settlement Payment check, then the affected Participating Class Member shall be deemed bound nonetheless.

9. The State of California, by and through Plaintiffs and PAGA Representatives Joshua Bravo and Alex Fernando Iboy Xoj, shall, by operation of this Order and the accompanying Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all PAGA Claims set forth in the Settlement Agreement as they relate to the PAGA Settlement and PAGA Members.

10. The Settlement is not an admission by Defendant of the merits of any claim in the Action or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of liability or an admission that any of Defendant's defenses in the Action are with or without merit, or (b) disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by the Settlement.

11. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It appears to the Court that the Settlement will avoid substantial additional costs by all parties, as well as the delay and risk that would be presented by further prosecution of the Action. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive, arms-length negotiations.

12. The Court approves the Gross Settlement Amount, as set forth in the Settlement Agreement, of one million, six hundred seventy-one thousand, six hundred ninety dollars and zero cents (\$1,671,690.00), which shall be non-reversionary and which shall include (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the LWDA; (4) the PAGA Payment to PAGA Members; (5) the Class Representative Service Awards; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award, payable under this Settlement in keeping with the subparagraphs below:

a. Individual Settlement Payments. The Court approves the methodology used to calculate each Participating Class Member's Individual Settlement Payment amount as detailed in the Settlement Agreement and approves payments of those amounts to Participating Class Members as Individual Settlement Payments.

b. Settlement Administration Costs. The Court approves the payment of [AMOUNT - TBD] as Settlement Administration Costs to the Settlement Administrator.

c. PAGA Payment to the LWDA. The Court approves the payment of seventy-five thousand dollars and zero cents (\$75,000.00) to the California Labor Workforce Development Agency for the settlement of the PAGA Claims.

d. PAGA Payment to PAGA Members. The Court approves the payment of twenty-five thousand dollars and zero cents (\$25,000.00) as a PAGA Payment to PAGA Members, the methodology used to calculate each PAGA Member's Individual PAGA Payment amount as detailed in the Settlement Agreement and approves payments of those amounts to PAGA Members as Individual PAGA Payments.

e. Class Representative Service Awards. The Court approves the payment of seven thousand, five hundred dollars and zero cents (\$7,500.00) as Class Representative Service Awards to each of the Plaintiffs, separate and apart from any amounts due to Plaintiffs as Individual Settlement Payments or Individual PAGA Payments.

f. Class Counsel Fee Award. The Court approves the payment of five hundred fifty-seven thousand, two hundred thirty dollars and zero cents (\$557,230.00) [or _____ thousand dollars and zero cents (\$_____.00), which is one-third (1/3) of the Gross Settlement Amount] as a Class Counsel Fee Award payable to Class Counsel in recognition of Class Counsel's diligent representation of Plaintiffs and Class Members and the contingent risks Class Counsel undertook in litigating the Action because the Court determines that the award of such fees is fair and reasonable. The Court finds that Class Counsel's request for attorneys' fees is reasonable under the common fund method. The Court finds that Class Counsel's request for attorneys' fees is also reasonable under the lodestar method with application of a multiplier. The Court finds that the number of hours Class Counsel spent prosecuting the Action is reasonable and Class Counsel's hourly rates are reasonable and in line with rates prevailing in the community. Application of a multiplier is appropriate given the contingent risk incurred by Class Counsel, the difficulty of the questions involved, the substantial benefit conferred on the Class and State as a result of the Settlement, and the skill displayed by Class Counsel.

g. Class Counsel Cost Award. The Court approves the payment of [_____ thousand dollars and zero cents (\$_____.00)] as a Class Counsel Cost Award to Class Counsel for reimbursement of Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action as a Class

1 Counsel Cost Award for reimbursement of Class Counsel's litigation costs because the Court determines
2 that the award of such costs is fair and reasonable.

3 13. The Court hereby approves the plan for transferring uncashed Individual Settlement
4 Payment and Individual PAGA Settlement checks to the Unclaimed Property Fund in the name of the
5 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
6 Procedure Section 384(b).

7 14. The Court orders the Parties to carry out the settlement fund distribution process for the
8 Settlement according to the terms of the Settlement Agreement and authorizes the Parties to utilize all
9 reasonable procedures to effectuate those ends, which are materially consistent with this Order and the
10 Settlement Agreement.

11 15. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
12 provided for in this Order or in the Settlement Agreement and as later approved by the Court.

13 16. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over
14 all matters related to the administration and consummation of the Settlement and any claims, asserted in,
15 arising out of, or related to the subject matter of the Action including, but not limited to, all matters related
16 to the final distribution of Settlement funds and the determination of all controversies relating thereto.

17 17. A non-appearance Case Review re: Final Report re: Distribution of Settlement Funds is set
18 for _____ (240 days from this Order) at _____. The Court
19 orders Class Counsel to file the Final Report five (5) court days in advance of the Case Review.

20 18. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
21 California Rules of Court, this Court GRANTS Plaintiffs' Motion for Final Approval of Class Action
22 Settlement and further directs that a separate Final Judgment shall be entered in accordance with the terms
23 of this Order.

24 **IT IS SO ORDERED.**

25 DATED: _____

26 THE HONORABLE CAROLYN B. KUHL
27 Judge of The Superior Court
28

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARCADIO PINTO FLORES, JOSHUA BRAVO
and ALEX FERNANDO IBOY XOJ, individually,
and on behalf of all others similarly situated,

Plaintiffs,

v.

J GINGER MASONRY, L.P., a limited
partnership; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV46463
*Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Department 12*

[PROPOSED] FINAL JUDGMENT

PAGA Case No.	
LWDA-CM-814198-20:	December 2, 2020
Action Filed:	December 3, 2020
FAC Filed:	November 9, 2021
Trial Date:	None Set

[PROPOSED] FINAL JUDGMENT

In keeping with this Court’s [FINAL APPROVAL HEARING DATE] Order Granting Final Approval of Stipulation of Class and Representative Action Settlement (“Final Approval Order”) this Court hereby **ADJUDGES** and **DECREES**:

1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* (“PAGA”), this Court now enters this Final Judgment pursuant to which Plaintiffs, Participating Class Members and the State of California, California Labor and Workforce Development Agency (“LWDA”), shall take nothing from Defendant J Ginger Masonry, L.P. (“Defendant”), except as expressly set forth in the Final Approval Order.

2. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the following Class:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2016 to November 1, 2022 (“Class Period”)

and finally binds the State of California as to the following PAGA Members:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from December 3, 2019 to November 1, 2022 (“PAGA Period”).

3. Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h), this Court shall retain jurisdiction over the Parties, Participating Class Members and the LWDA with respect to enforcement of this Final Judgment including, but not limited to, all matters related to the interpretation, administration and consummation of the Settlement. Pursuant to the Rules of Court, Rule 3.771(b), the Settlement Administrator’s posting of an electronic copy of this Final Judgment on the Settlement Administrator’s website shall be deemed due and sufficient notice of entry of this Final Judgment.

IT IS SO ADJUDGED.

DATED: _____

THE HONORABLE CAROLYN B. KUHL
Judge of The Superior Court