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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LUIS MONTANEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

MEI RIGGING & CRATING, LLC, a
Texas Limited Liability Company;
DUNKEL BROS. MACHINERY
MOVING INC., a California Corporation;
and DOES 1 through 100,

Defendants.

CASE NO. 21STCV04062

*[Case assigned for all purposes to the Hon.
Carolyn B. Kuhl; Dept. 12]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: February 2, 2021
Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Montanez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum laude* and was awarded membership in the Order of the Coif. Since graduating from law school, I worked as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was part of the litigation team for two class actions, including one wage and hour class action in Los Angeles Superior Court. From August 2013 to March 2016, I worked as an associate attorney at Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in Pennsylvania state and federal court. I am currently responsible for managing a caseload of over 30) active wage and hour class actions in which I am integrally involved in all aspects of litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval:

- *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);

- *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016);
- *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375

for work performed in 2013, 2014, 2015, and 2016);

- *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016);
- *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018);
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
- *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren

1 E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016,
2 2017, and 2018);

- 3 • *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles
4 County Superior Court, Honorable Daniel J. Buckley, presiding;
- 5 • *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County
6 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
7 \$475 for work performed in 2017, 2018 and 2019);
- 8 • *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No.
9 BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding
10 (approving an hourly rate of \$475 for work performed in 2018 and 2019);
- 11 • *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles
12 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
13 rate of \$595 for work performed in 2018, 2019 and 2020);
- 14 • *Ramon Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San
15 Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an
16 hourly rate of \$595 for work performed in 2017-2020); and
- 17 • *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
18 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an
19 hourly rate of \$595 for work performed in 2019 and 2020).
- 20 • *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-
21 CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
22 presiding (approving an hourly rate of \$625 for work performed in 2020 and 2021).

23 5. I have also moved to certify and have received an order certifying a class action
24 and/or conditionally certifying a collective action as Class Counsel in the following cases:

- 25 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-
26 OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A.
27 Andler presiding (certifying a class of employees who were misclassified as
28 independent contractors);

- 1 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
2 United States District Court, Central District of California, Honorable Judge Beverly
3 Reid O’Connell presiding (conditionally certifying an unpaid FLSA overtime wage
4 class);
- 5 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
6 States District Court, Central District of California, Honorable Judge John F. Walter
7 presiding (certifying a rest period violation class and conditionally certifying a FLSA
8 unpaid overtime wage class);
- 9 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
10 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding
11 (conditionally certifying an unpaid FLSA overtime wage class);
- 12 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United
13 States District Court, Eastern District of California, Honorable Judge Jennifer L.
14 Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 15 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-
16 CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
17 presiding (certifying unpaid overtime wage class and waiting time penalty class);
- 18 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-
19 CXC, California Superior Court, County of Orange, Honorable Judge Glenda Sanders
20 presiding (certifying five separate classes for claims for unpaid wages, unreimbursed
21 expenses, failure to authorize and permit rest periods, and derivative claims);
- 22 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx),
23 United States District Court, Central District of California, Honorable Dolly M. Gee
24 presiding (certifying six classes of employees for rest period violations, wage
25 statement violations, meal period violations, and overtime and double-time
26 violations); and
- 27 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
28 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage

statement class).

6. In 2018, 2019, and 2020, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception.

8. MEI is one of the largest providers of rigging, machinery moving, millwrighting, mechanical installation, industrial storage, crating, and export packing services in the U.S. In December 2019, MEI acquired the assets of an established machinery moving and warehousing company named Alondra (formerly doing business as Dunkel Bros.) Plaintiff worked for Defendants as a non-exempt employee from approximately August 1999 to November 4, 2021. During his employment, Plaintiff worked as both a warehouse supervisor and rigger. Plaintiff, like all other Settlement Class members, was subject to Defendants' wage and hour policies and practices during the Class Period.

9. Plaintiff alleges that Defendants failed to schedule or otherwise provide opportunities to take the meal period throughout the workday which prevented employees from taking timely meal periods as required by law. Plaintiff also contends that Defendants failed to provide second meal periods for shifts in excess of 10.0 hours. Plaintiff's expert's analysis revealed that 19,684 shifts over 6.0 hours (shifts without an automatic meal deduction) employee time records reflected what appeared to be late, short, or missing first meal periods (an overall 84.7% violation rate), with the vast majority of the violations in the form of missing meal periods (70.6% of the violations). Additionally, Defendants' timekeeping records reveal that 16,383 shifts over 10.0 hours do not reflect a recorded second meal period on over 99% of the shifts. However, only 450 of these 10-hour shifts did not already include a first meal period violation. Plaintiff's expert then determined that the average rate of pay for non-exempt employees was \$28.86 during the Class Period. Combining the above figures, Plaintiff calculated Defendants' meal period exposure as follows: \$581,067 (19,684 first meal period violations + 450 additional second meal

1 period violations x \$28.86 average meal premium). Plaintiff discounted Defendants' maximum
2 exposure by 75% for the risk of non-certification and 50% for the risk of being unsuccessful on
3 the merits, to arrive at an estimated exposure of \$72,633.

4 10. Defendants contend that they provide employees with autonomy to schedule and
5 take their meal periods as they please during the day. Defendants do not police meal periods. To
6 the extent that any employee took a meal period later than the fifth or tenth hour of work, or the
7 timekeeping records do not reflect a second meal period, Defendants contend that the decision to
8 delay or waive a meal period was the sole choice of the employee, not Defendants'
9 policy/practice. Defendants further argue that Plaintiff's meal period claims are unmanageable,
10 since individual inquiries would be required to assess whether meal periods were waived, and the
11 reasons why a particular employee recorded a non-compliant meal period or missed a meal period
12 on a particular shift.

13 11. Plaintiff alleges that, during a portion of the Class Period, Defendants deducted
14 30-minutes from employees daily hours worked on the assumption that employees were provided
15 and took a 30-minute meal period. Plaintiff contends this practice is unlawful because Defendants
16 have an affirmative obligation under the Labor Code to accurately record all employee work
17 periods, including meal periods. As a result of this practice, Plaintiff contends employees were
18 deprived of wages for each shift that they were not provided a full 30-minute meal period. In
19 addition to the unlawfully deducted time, Plaintiff contends that Defendants would be unable to
20 rebut the presumption that a meal period violation occurred on each shift that Defendant applied
21 a meal deduction. Plaintiff's expert determined that a total of 22,152 shifts were negatively
22 affected by this alleged practice. As described above, Plaintiff's expert determined that 70.6% of
23 shifts in excess of 6.0 hours (without a meal deduction) showed no clock-outs for a meal period
24 in the first place. Plaintiff then applied this figure to the shifts affected by Defendants' alleged
25 meal deduction practice, to estimate the number of shifts where a deduction was applied but no
26 meal was actually taken. Given that the vast majority of shifts worked by employees exceed 8.0
27 hours, Plaintiff assumed that each hour of unpaid wages would be paid at the average overtime
28 rate (\$43.29). In addition to the unpaid wages, Plaintiff also contends that Defendants are liable

for meal period premiums for the estimated 84.7% of shifts that had a meal deduction applied but which did not have a compliant meal period, since these shifts were excluded from the analysis in the preceding section. Combining these figures, Plaintiff calculated Defendants' exposure as a result of its automatic meal deduction practice as follows: $(22,152 \text{ shifts} \times 0.706 \text{ violation rate} \times 0.5 \text{ half hour differential} \times 43.29 \text{ average overtime rate}) + (22,152 \text{ shifts} \times 0.847 \text{ violation rate} \times \$28.86 \text{ average meal premium}) = \$880,006$. Plaintiff discounted Defendants' maximum exposure by 25% for the risk of non-certification and 75% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of \$165,001.

12. Defendants contend that any meal deductions that occurred during the Class Period were proper because Defendants provided employees with full 30-minute meal periods each day. Additionally, Defendants maintain that employees were told to inform management if they believe they were not credited with the correct number of hours at the end of the workweek – this would allow Defendants to adjust the hours in the off-chance that an employee did not take a full 30-minute meal period. Defendants also confirm that they discontinued their meal period deduction practice in December 2019, significantly limiting any potential liability for this claim.

13. Plaintiff contends that Defendants failed to compensate employees for tasks that occurred outside of the scheduled shift but while still subject to the Defendants' control. Some of these alleged tasks included loading, washing, and putting gasoline in trucks prior to and after deliveries and being required to remain on call so that employees would be available to report to work when not scheduled, should the need arise. Plaintiff estimates that employees spent approximately 1 hour of work each week performing these tasks without compensation. A review of the payroll documents provided prior to mediation reflect that employees worked 10,419 workweeks during the Class Period. Plaintiff therefore calculates Defendants' exposure due to off-the-clock work as follows: $\$451,039 (10,419 \text{ workweeks} \times \$43.29 \text{ average overtime rate})$. Plaintiff discounted Defendants' maximum exposure by 75% for the risk of non-certification and 50% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of \$56,380.

14. Defendants contend that they have never required employees to work off the clock or remain on call. Defendants argue that this claim would be challenging to certify because it

1 would rely on individualized employee testimony as to an alleged unwritten practice that
2 Defendants deny even exists.

3 15. Plaintiff contends that Defendants failed to schedule any breaks throughout the
4 workday and as a result, employees were regularly unable to take 10-minute rest periods due to
5 work demands and inadequate personnel. On occasions when a rest period was authorized,
6 Plaintiff contends employees were often required to interrupt the break and return to work before
7 the end of the 10 minutes. Based on Plaintiff's experience and discussions with other employees,
8 Plaintiff estimated that employees were unable to take at least one of their entitled rest periods
9 for every other shift they worked. Accordingly, Plaintiff calculates Defendants' potential
10 exposure for rest period violations as follows: \$751,731 (10,419 workweeks x 2.5 violations per
11 workweek x \$28.86 average rest premium). Plaintiff discounted Defendants' maximum exposure
12 by 75% for the risk of non-certification and 50% for the risk of being unsuccessful on the merits,
13 to arrive at an estimated exposure of \$93,966.

14 16. Defendants assert that they authorized and permitted aggrieved employees to take
15 all lawful rest periods, and that, there was no evidence that employees were prevented from taking
16 rest periods during the workday. Defendants also maintain that Plaintiff's rest period claim is
17 unlikely to be certified as it would require an unmanageable series of mini-trials to determine
18 whether employees were authorized to take specific rest periods, or if they decided to forgo it on
19 their volition, especially considering rest periods are not recorded.

20 17. As a result of these alleged substantive violations, Plaintiff contends that
21 Defendants are liable for derivative wage statement violations, waiting time penalties, and civil
22 penalties under PAGA.

23 18. There are approximately 27 employees who separated their employment with
24 Defendants during the time period applicable to waiting time penalties (3 years prior to the filing
25 of the complaint to the present). Assuming Plaintiff prevailed on the underlying unpaid wage
26 claim, Defendants' potential exposure for waiting time penalties is therefore \$187,013 (27 former
27 employees x 28.86 average hourly rate x 8 hours per workday x 30 days of waiting time penalty).
28 Plaintiff accordingly discounted Defendants' potential liability by 25% for a risk of non-

1 certification, and by an additional 75% for the risk of losing on the merits or failing to establish
2 willfulness, for a projected total of \$35,063.

3 19. According to the data produced by Defendants, there were 3,934 wage statements
4 issued to approximately 62 employees during the time period applicable to wage statement
5 penalties (1 year prior to the filing of the complaint to the present). Assuming Plaintiff prevailed
6 on the underlying unpaid wage claim, Defendants' potential exposure for wage statement
7 penalties, cognizant of the \$4,000 per employee cap designated in Labor Code § 226(e)(1), is
8 therefore \$248,000 (62 employees x \$4,000 maximum penalty). Plaintiff discounted Defendants'
9 potential liability by 25% for a risk of non-certification, and by an additional 75% for the risk of
10 losing on the merits or failing to prove violations were 'knowing and intentional,' for a projected
11 total of \$46,500.

12 20. Defendants argue that the alleged wage statement violations were not "knowing
13 and intentional," and that Plaintiff could not show he "suffer[ed] injury," as required by Labor
14 Code § 226(e) for imposition of penalties. Defendants contend that any alleged failure to pay meal
15 and rest period premiums cannot support a derivative claim for wage statement or waiting time
16 penalties. Defendants further contend that, even if meal and rest period violations could support
17 waiting time penalties, Defendants possess strong, good faith defenses to Plaintiff's underlying
18 claims, precluding recovery of waiting time penalties (which are only available for the "willful"
19 failure to pay wages).

20 21. According to the data produced by Defendants, there are approximately 62
21 Aggrieved Employees and 3,934 applicable pay periods. Assuming that Plaintiff could prove at
22 least one substantive violation in each applicable pay period due to the alleged frequent meal/rest
23 period and off-the-clock violations, Defendants' potential exposure for PAGA civil penalties is
24 \$393,400 (3,934 pay periods x \$100.00 "initial" violation rate). Beyond proving the merits of
25 each of the alleged violations, Plaintiff also recognizes that the Court has discretion to reduce any
26 award of PAGA penalties if it views them as unjust, arbitrary, oppressive, or confiscatory.
27 Plaintiff accordingly discounted Defendants' potential liability by 50% for the risk of
28 manageability issues preventing the case from proceeding on a representative basis, and by an

1 additional 90% to account for the potential for this Court to reduce the civil penalties, for a
2 projected total of \$19,670.

3 22. Since Plaintiff's PAGA claim is based upon the same alleged violations as the
4 aforementioned claims, Defendants assert that the PAGA claim will similarly fail. Defendants
5 also maintain that given their good faith defenses, this Court would exercise its discretion to
6 substantially reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiff's
7 claims.

8 23. Taking Defendants' defenses into account and using the reduced figures for each
9 of the claims described above, Plaintiff predicts that a realistic class-wide recovery would be
10 approximately \$489,214. This Settlement provides a recovery to the Settlement Class of
11 \$395,000, which is approximately 80.74% of Plaintiff's projected potential recovery, while
12 avoiding the further expense and serious risk of proceeding towards class certification and trial.

13 24. In connection with mediation but prior to formal written or deposition discovery,
14 Defendants provided Plaintiff with timekeeping and payroll records for *all* members of the
15 putative Class who worked during the Class Period. Plaintiff, with the help of his retained expert
16 who holds a Ph.D. in labor economics, conducted an analysis of this data and created a
17 comprehensive damages model to calculate the likely exposure that Defendants faced on each
18 claim.

19 25. On December 15, 2021, the Parties participated in a mediation with Jeffrey A.
20 Ross, a respected wage and hour class action mediator in California. During mediation, the Parties
21 exchanged divergent views on Defendants' liability and exposure valuations, debated their legal
22 positions, and shared their arguments regarding the likelihood of certification of Plaintiff's
23 claims. As a result of a mediator's proposal from Mr. Ross, the Parties were able to reach a
24 classwide settlement which, over the following months, was memorialized the terms into the
25 Settlement Agreement. A true and correct copy of the Settlement Agreement and the proposed
26 Notice Packet (which is comprised of the Notice of Class Action Settlement ("Class Notice") and
27 Notice of Settlement Award ("Dispute Form")) are attached hereto as **Exhibits 1 and 2**,
28 respectively.

1 26. Should the Court preliminarily approve this settlement, Defendants will pay a
2 Maximum Settlement Amount of \$395,000.00. Defendants' records as of the date of mediation
3 indicate that there are approximately 81 potential Settlement Class members who worked during
4 the Class Period. Based on the records provided for mediation purposes, there are approximately
5 10,419 workweeks worked as of January 2022. Based on the proposed allocations of the Net
6 Settlement Amount, Settlement Class members will receive average payments of approximately
7 \$2,528.87. The highest potential Individual Settlement Payment that a Settlement Class member
8 could receive is estimated to be approximately \$5,465.50 (if the Settlement Class member worked
9 every workweek during the Class Period).

10 27. Plaintiff will apply for an enhancement payment in the total amount of \$5,000.00
11 for his service to the Settlement Class and the risks he undertook being the named plaintiff in this
12 lawsuit. Plaintiff's Enhancement Payment is intended to recognize the significant benefits
13 conferred upon the Settlement Class due to the time and effort that Plaintiff expended on their
14 behalf, including providing factual information and documents to attorneys at my office,
15 identifying potential witnesses who also worked under the same compensation system and
16 experienced the same alleged Labor Code violations, and participating in meetings with attorneys
17 at my office to discuss the claims and theories at issue in the litigation.

18 28. My firm will also apply for an attorneys' fee award of \$131,666.67 (one-third of
19 the Maximum Settlement Amount) and up to \$35,000.00 in verified costs. My firm incurred
20 substantial attorneys' fees conducting the pre-filing investigation, analyzing Plaintiff's claims,
21 conducting legal research and analysis into those claims, reviewing data and documents produced
22 by Defendants, retaining an expert, and building a comprehensive damages model, preparing for
23 and attending mediation, negotiating and preparing the long-form Settlement Agreement,
24 preparing this motion for preliminary approval, and otherwise litigating the case. My firm will
25 also expend future attorney time in attending the hearing on this Motion, overseeing the Notice
26 process and fielding questions from Settlement Class members, drafting the Final Approval
27 Motion along with supporting documents, and attending the final approval hearing, among other
28 tasks.

29. Plaintiff provided notice of the proposed Settlement, as well as copies of the Motion and supporting papers, to the Labor & Workforce Development Agency (“LWDA”). A true and correct copy of the LWDA’s Submission Confirmation is attached hereto as **Exhibit 3**.

30. Plaintiff proposes that the Settlement be administered by Simpluris, an experienced class action settlement administrator. I confirm that I am not affiliated with the proposed settlement administrator, Simpluris.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on May 19, 2022, at El Segundo, California.


Fletcher W. Schmidt

EXHIBIT 1

STIPULATION OF SETTLEMENT AND RELEASE OF CLAIMS

This Stipulation of Settlement and Release of Claims (“Settlement Agreement”) is reached by and between Plaintiff Luis Montanez (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendants MEI Rigging & Crating, LLC (“MEI”), Dunkel Bros. Machinery Moving, Inc. (“Dunkel Bros.”), and Alondra MM Holdings, Inc. (“Alondra”) (collectively “Defendants”), on the other hand. Plaintiff and Defendants are referred to herein collectively as the “Parties.”

Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”).

Defendant MEI Rigging & Crating, LLC is represented by Jonathan L. Brophy, Michael Afar, and Frances J. Choi of Seyfarth Shaw LLP; and Defendant Alondra MM Holdings, Inc. (formerly doing business as Dunkel Bros. Machinery Moving, Inc.) is represented by Michael J. O’Connor, Jr., and Geoff D. La Val of Atkinson, Andelson, Loya, Ruud & Romo (collectively, “Defense Counsel”).

On February 2, 2021, Plaintiff filed a class action complaint against Defendants MEI and Dunkel Bros. in the Los Angeles Superior Court titled *Luis Montanez v. MEI Rigging & Crating, LLC, et. al*, Case No. 21STCV04062 (the “Action”). On the same day, Plaintiff sent a letter to the California Labor and Workforce Development Agency (“LWDA”) alerting them of Defendants’ alleged violations and Plaintiff’s intent to seek civil penalties under the Private Attorneys General Act (“PAGA”). After exhausting his administrative remedies with the LWDA, Plaintiff amended his complaint on April 16, 2021, to include a PAGA cause of action.

The Action alleges that Defendants committed the following Labor Code violations: (1) failure to pay overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (2) failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (3) failure to provide all meal periods (Labor Code §§ 204, 210, 226.7, 512, 558); (4) failure to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558, and 1198); (5) failure to maintain accurate records and issue accurate, itemized wage statements (Labor Code §§ 226 *et seq.*, including Labor Code § 226.3, and Labor Code § 1174); (6) failure to pay all wages earned at least twice during each calendar month (Labor Code § 204) (7) engagement in unfair business practices (Business & Professions Code § 17200 *et seq.*); and (8) civil penalties under PAGA (Labor Code § 2698 *et seq.*). On June 11, 2021, Plaintiff filed a DOE Amendment to formerly name DOE 1 in his complaint as Defendant Alondra.

The Parties agreed that prior to Plaintiff filing his Motion for Preliminary Approval of the Settlement, the Parties would stipulate to file the operative Second Amended Complaint in the Action adding factual allegations related to Defendants’ alleged failure to pay all final wages upon separation of employment along with the related cause of action for waiting time penalties (Labor Code §§ 201-203). On February 14, 2022, the Parties fully executed a Joint Stipulation to File Second Amended Class and Representative Action Complaint, which Plaintiff filed on the same day with the Court.

Given the time, costs, and uncertainty associated with continued litigation, and without Defendants making any admission as to the merits of any of the claims asserted, Plaintiff and Defendants wish to fully and finally resolve and compromise all of Plaintiff's individual claims and those of the Settlement Class. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class and PAGA Members Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the certification of the following Settlement Class:

All persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the time period from February 2, 2017, to the date of preliminary approval of the Settlement (the "Class Period").

The Parties agree that class certification for purposes of settlement is not an admission that class certification is proper under Code of Civil Procedure section 382. If, for any reason, this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought for the same or similar allegations, and the Parties will revert to the respective positions they held prior to entering into the Settlement Agreement. Should the Settlement not be approved by the Court, the Parties agree to work cooperatively to address any issues raised by the Court and promptly refile the Motion.

Additionally, for the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the PAGA Members will be defined as:

All persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the time period from February 2, 2020, to the date of preliminary approval of the Settlement (the "PAGA Period").

2. **Release by Settlement Class Members, PAGA Members, and Plaintiff.** Plaintiff, every member of the Settlement Class (except those who opt out of the Settlement), and the PAGA Members will release and discharge: (i) Defendants, (ii) each of Defendants' respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, affiliated entity, trust, foundation, and nonprofit entity which controls, is controlled by, or is under common control with Defendants; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively "Defendants' Releasees") as follows:

A. All members of the Settlement Class who do not opt-out will fully and finally release and discharge Defendants and Defendants' Releasees from all claims that were raised, or could have been raised based on the factual allegations made in the operative Second Amended Complaint, in the Action through preliminary approval

of the Settlement. This includes but is not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to furnish accurate itemized wages statements; (6) failure to maintain accurate records; (7) failure to timely pay all wages to employees during their employment; (8) failure to pay all wages due to discharged and quitting employees; (9) claims brought under Business & Professions Code § 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses; (10) any and all claims arising out of alleged violations of the California Labor Code, including Sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, and California Industrial Welfare Commission Wage Order No. 9-2001; (11) penalties of any nature that could have been raised based on the factual allegations made in the operative Second Amended Complaint; (12) interest; and (13) attorneys' fees and costs (collectively, the "Class Released Claims"). This release will apply to claims arising during the Class Period and become effective upon remittance of the Maximum Settlement Amount by Defendants to the Settlement Administrator.

- B. PAGA Members, regardless of whether they opt-out of the Settlement, will fully and finally release and discharge Defendants and Defendants' Releasees from all PAGA claims for civil penalties due to any Labor Code violations by Defendants arising out of or related to events alleged in the operative Second Amended Complaint including, but not limited to, Labor Code §§ 200, 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198 (collectively, the "PAGA Released Claims"). This release will apply to claims arising during the PAGA Period and become effective upon remittance of the Maximum Settlement Amount by Defendants to the Settlement Administrator.
- C. Plaintiff also agrees to release, as an individual and in addition to the released claims described in Paragraph 2.A. and 2.B., above, all claims, whether known or unknown, under federal law or state law against Defendants and Defendants' Releasees. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code § 1542, which provides:

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

- D. The “Effective Date” of the Settlement will be later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters final approval of the Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
 - E. The scope of the Class Released Claims and PAGA Released Claims above are material terms of this Settlement Agreement. To the extent Plaintiff or the Court seeks to modify the scope of the Class Released Claims and PAGA Released Claims in order to make it more narrow, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement Agreement. Should Defendants avail themselves of this provision they will be responsible for paying any Settlement Administration expenses incurred to date.
3. **Maximum Settlement Amount.** As consideration, Defendants MEI and Alondra agree to each pay 50%, respectively, of a “Maximum Settlement Amount” totaling Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) (i.e. \$197,500 each) in full and complete settlement of the Action, as follows:
- A. The Parties agree to engage Simpluris as the “Settlement Administrator” to administer this Settlement.
 - B. The Maximum Settlement Amount will be paid by Defendants no later than 30 days after entry by the Court of an Order granting final approval to the Settlement.
- All payments to Class Members, all attorneys’ fees and costs, civil penalties under Labor Code § 2698 *et seq.*, the enhancement award, and all settlement administration expenses will be paid out of the Maximum Settlement Amount.
- Under no condition will Defendants’ be expected to pay any amounts in excess their respective share of the Maximum Settlement Amount, as described in Paragraph 3 above. At no time will Defendants have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendants will retain exclusive authority over, and the responsibility for, those funds until the funds are required to be transferred to the Settlement Administrator.
- The Maximum Settlement Amount is a material term of this Settlement Agreement. To the extent Plaintiff or the Court seeks to require Defendants to pay more than their respective share of the Maximum Settlement Amount as part of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement Agreement. Should Defendants avail themselves of this provision they will be responsible for paying any Settlement Administration expenses incurred to date.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;

- (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$3,495.00;
 - (3) Up to \$5,000.00 for Plaintiff's class representative enhancement award in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class, subject to court approval and/or reduction;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$131,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$35,000.00, subject to court approval and/or reduction; and
 - (5) \$20,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$15,000.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$5,000.00, will be payable to the PAGA Members as the "PAGA Amount," as described below.
- D. Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class Members who do not opt-out.
- E. The Court's approval of an attorneys' fees or costs award is not a material term of the Settlement Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class Counsel for attorneys' fees or costs, the other terms of the Settlement Agreement shall still apply. The Court's refusal to approve or decision to reduce the attorneys' fees or costs award requested by Class Counsel does not give the Class Representative, the Class Members, or Class Counsel any basis to abrogate the Settlement Agreement.
- F. As of December 15, 2021, Defendants represent that there are an estimated 81 putative class members who worked for Defendants during the Class Period.
- G. **Right to Revoke.** If more than 5% of the Class Members opt-out or object to the Settlement, Defendants may, in their discretion, withdraw from this Settlement, subject to paying any Settlement Administration expenses incurred to date. Defendants will meet and confer with Class Counsel before withdrawing from the Settlement pursuant to this provision. Defendants agree to notify Class Counsel of any such decision no later than ten (10) calendar days following the opt-out deadline.
- H. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes on any amounts designated as wages, which will be paid by Defendants separate and apart from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator will first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the class representative enhancement award, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount will be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$5,000.00 payable to PAGA Members as PAGA civil penalties will be designated as the “PAGA Amount.” Each individual who was employed by Defendants at any time during the time period from February 2, 2020, to the date of preliminary approval of the Settlement, will receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the aforementioned time period.
 - ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount will be designated as the “Wage Statement Amount.” Each participating Settlement Class Members who was employed by Defendants at any time during the time period from February 2, 2020, to the date of preliminary approval of the Settlement, will receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
 - iii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount will be designated as the “Waiting Time Amount.” The Waiting Time Amount will be distributed in equal shares to each participating Settlement Class Members who separated their employment with Defendants on or after February 2, 2018.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the individual’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

The workweeks will be calculated by the Settlement Administrator for each Class Member by dividing the total days employed as a Class Member during the Class Period by seven. Partial workweeks will be rounded up

- C. Within 10 business days following the funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Individual Settlement Payment, and prepare and mail Individual Settlement Payments to Settlement Class Members and PAGA Members.
- D. Each Individual Settlement Payment will be allocated as 25% wages and 75% statutory damages and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Settlement Class Members will be responsible for all employee-side taxes due on Individual Settlement Payments.

Amounts paid to PAGA Members for the PAGA Amount will be allocated as 100% penalties. The Settlement Administrator will issue an IRS Form 1099 for these payments.

- E. Defendants will fully discharge their obligations to those Settlement Class Members or PAGA Members to whom an Individual Settlement Payment is mailed, regardless of whether such checks are actually received and/or negotiated by Settlement Class Members or PAGA Members. Any check that is not negotiated within 180 days of mailing to a Settlement Class member will be distributed by the Settlement Administrator to the California State Controller Unclaimed Property Fund to be held in the name of the Settlement Class Member or PAGA Member until such time as they claim their funds.
- F. Neither Plaintiff nor Defendants will bear any liability for lost, stolen, or undelivered checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$131,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$35,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Enhancement Award.** Defendants will not object to a request for a class representative enhancement award of \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and will be reported on an IRS Form

1099 issued by the Settlement Administrator. If the Court does not grant the enhancement award, it does not invalidate this Settlement or otherwise affect the other terms of the Settlement.

7. **Settlement Administrator.** Defendants will not object to the appointment of Simpluris as Settlement Administrator. The Settlement Administrator will set up a Qualified Settlement Fund and have its own employer taxpayer ID number. Defendants will not object to Plaintiff seeking approval to pay up to \$3,495.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator will be responsible for sending notices to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator will be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff will (after providing a copy to Defendants for their review and approval) apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Luis Montanez as Class Representative for the Settlement Class;
- D. Approving Simpluris as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Payment), and which counsel for all Parties will mutually agree upon before submitting to the Court, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class Members/PAGA Members.** Following preliminary approval, Settlement Class Members will be notified as follows:

- A. Within 21 calendar days after the Court grants preliminarily approval of this Settlement Agreement, Defendants will provide the Settlement Administrator with a Microsoft Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California (the "Class List"). This is a material term of the Settlement, and if Defendants fail to comply, Plaintiff will have the right to void the Settlement.

- B. Within 14 calendar days from receipt of this information, the Settlement Administrator will (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline will be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 3 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator will resend the Notice Packet to the Settlement Class Member/PAGA Member immediately, and in any event within 3 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Settlement Class Member/PAGA Member. Settlement Class Members/PAGA Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator will have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Payment. Notice Packets that are re-mailed will inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet will state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.

- ii. PAGA Members may not opt-out of the release of PAGA claims (as described in Paragraph 2.B.) and will thus receive payment for their share of the PAGA Amount even if they request exclusion from the class and do not receive a class portion of their Individual Settlement Payment.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment. Defendants agree not to obtain waivers or agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendants further agree that it will not oppose Plaintiff's Motion for Preliminary Approval or Motion for Final Approval.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who will serve all objections as received on Class Counsel and Defendants' counsel, as well as file all such objections with the Court) within the Response Deadline. Any such written objections must contain the Settlement Class Member's name, address, and last four digits of his or her social security number and must state the legal and factual bases for objection. The objection must also be signed by the Settlement Class member. Defendants' counsel and Class Counsel will file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Settlement Class Members need not submit written objections to be heard by the Court at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class Member/PAGA Member will disclose the amount of their estimated Individual Settlement Payment, as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class Members/PAGA Members will have the opportunity, should they disagree with Defendants' records, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator, and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendants understand their legal obligation not to retaliate against the Settlement Class Members/PAGA Members for their participation and/or election to

participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff will apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, class representative enhancement award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** By entering into this Settlement Agreement, Defendants in no way admit any violation of law or any liability whatsoever to Settlement Class Members/PAGA Members, individually or collectively, and expressly deny all such liability. Neither this Settlement Agreement, nor any other Settlement documents, shall be offered in any case or proceeding as evidence of any admission by Defendants of any liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into this Settlement Agreement, Defendants in no way admit to the suitability of this case for class action, collective action, or representative action litigation, other than for purposes of Settlement. Rather, Defendants enter into this Settlement Agreement to avoid further protracted litigation and to resolve the Class Released Claims and PAGA Released Claims with the Settlement Class/PAGA Members. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement, including but not limited to use as a bar or affirmative defense, in whole or in part, to other or future claims or actions. If the Effective Date does not occur or Defendants fail to fully fund the Settlement pursuant to Paragraph 3.B. above, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code § 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party through the date of preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement will be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, California 90265
fschmidt@haineslawgroup.com

if to Defendants: Michael Afar of Seyfarth Shaw LLP
2029 Century Park East, Suite 3500, Los Angeles, California 90067
mafar@seyfarth.com

Geoff D. La Val of Atkinson, Andelson, Loya, Ruud & Romo
4275 Executive Square, Suite 700, La Jolla, California 92037
geoff.laval@aallrr.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together will be deemed to constitute the same instrument.

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

18. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure § 664.6, the Los Angeles County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the settlement has been completed.

19. **Tax Payment Considerations.** Class Counsel, Defendants' Counsel, Defendants, and the Settlement Administrator are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement. Defendants will not be held liable for taxes, fees, costs, or assessments resulting from Settlement Class Members/PAGA Members' failure to timely pay taxes, interest, fees, or penalties owed.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

DATED: 3/21/2022

MEI RIGGING & CRATING, LLC

By:  DocuSigned by:
Name: Dan Cappello
Title: President & CEO

DATED:

**ALONDRA MM HOLDINGS, INC. formerly
doing business as DUNKEL BROS.
MACHINERY MOVING, INC.**

By: _____
Name: _____
Title: _____

DATED:

PLAINTIFF LUIS MONTANEZ

By: _____
Plaintiff and Settlement Class Representative

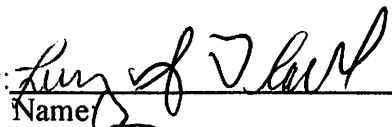
DATED:

MEI RIGGING & CRATING, LLC

By: _____
Name: _____
Title: _____

DATED: *March 14, 2020*

**ALONDRA MM HOLDINGS, INC. formerly
doing business as DUNKEL BROS.
MACHINERY MOVING, INC.**

By:  _____
Name: _____
Title: *Pres* _____

DATED:

PLAINTIFF LUIS MONTANEZ

By: _____
Plaintiff and Settlement Class Representative

DATED:

MEI RIGGING & CRATING, LLC

By: _____
Name: _____
Title: _____

DATED:

**ALONDRA MM HOLDINGS, INC. formerly
doing business as DUNKEL BROS.
MACHINERY MOVING, INC.**

By: _____
Name: _____
Title: _____

DATED: Mar 11, 2022

PLAINTIFF LUIS MONTANEZ

By: *Luis Montanez*
Luis Montanez (Mar 11, 2022 14:09 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 21, 2022

SEYFARTH SHAW LLP

By: 

Michael Afar
Attorneys for Defendant
MEI Rigging & Crating, LLC

DATED:

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

By: _____
Geoff D. La Val
Attorneys for Defendant
Alondra MM Holdings, Inc. formerly doing
business as Dunkel Bros. Machinery Moving, Inc.

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff Luis Montanez

APPROVED AS TO FORM:

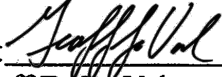
DATED:

SEYFARTH SHAW LLP

By: _____
Michael Afar
Attorneys for Defendant
MEI Rigging & Crating, LLC

DATED: March 15, 2022

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

By:  _____
Geoff D. La Val
Attorneys for Defendant
Alondra MM Holdings, Inc. formerly doing
business as Dunkel Bros. Machinery Moving, Inc.

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff Luis Montanez

APPROVED AS TO FORM:

DATED:

SEYFARTH SHAW LLP

By: _____
Michael Afar
Attorneys for Defendant
MEI Rigging & Crating, LLC

DATED:

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

By: _____
Geoff D. La Val
Attorneys for Defendant
Alondra MM Holdings, Inc. formerly doing
business as Dunkel Bros. Machinery Moving, Inc.

DATED: 3/14/2022

HAINES LAW GROUP, APC

By:  _____
Fletcher W. Schmidt
Attorneys for Plaintiff Luis Montanez

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LUIS MONTANEZ, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

MEI RIGGING & CRATING, LLC, a Texas Limited
Liability Company; DUNKEL BROS. MACHINERY
MOVING, INC., a California Corporation; and DOES
1 through 100,

Defendants.

Case No. 21STCV04062

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons who are employed or have been employed by MEI Rigging & Crating, LLC (“MEI”) or Alondra MM Holdings, Inc. (fka Dunkel Bros. Machinery Moving, Inc. (“Dunkel Bros.”) (collectively “Defendants”) in California as hourly-paid or non-exempt employees at any time between February 2, 2017, and <<PRELIM APPROVAL DATE>> (the “Class Period”). Individuals who meet this definition are referred to herein as the “Settlement Class.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Defendants’ records show that you were employed by Dunkel Bros. or MEI in California as an hourly-paid or non-exempt employee between February 2, 2017, and <<PRELIM APPROVAL DATE>>. As a member of the Settlement Class, the Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit (defined in the “Release” section on page 4 below), to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

Plaintiff Luis Montanez (“Plaintiff”) brought this Lawsuit against Defendants, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleged that Defendants: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to maintain accurate records and issue accurate, itemized wage statements; (6) failed to pay all wages earned at least twice during each calendar month; (7) engaged in unfair business practices; and (8) failed to pay all final wages upon separation of employment; and (9) are liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong. Defendants deny that they owe Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties each concluded that it is in their best interests to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and good faith, arms' length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policy strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for MEI: SEYFARTH SHAW LLP Jonathan L. Brophy (SBN 245223) jbrophy@seyfarth.com Michael Afar (SBN 298990) mafar@seyfarth.com 2029 Century Park East, Suite 3500 Los Angeles, California 90067 Tel: (310) 277-7200 Fax: (310) 201-5219 seyfarth.com Attorneys for Dunkel Bros. and Alondra: ATKINSON, ANDELSON, LOYA, RUUD & ROMO Michael J. O'Connor, Jr. (SBN 202734) michael.oconnor@aalrr.com Geoff D. La Val (SBN 279987) geoff.laval@aalrr.com 4275 Executive Square, Suite 700 La Jolla, California 92037 Tel: (858) 485-9526 Fax: (858) 485-9412 aalrr.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all persons who are employed or have been employed by Dunkel Bros. or MEI in California as hourly-paid or non-exempt employees at any time during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants, as described below in the "Release" section.

Defendants agreed to pay \$395,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. Defendants will fund the Maximum Settlement Amount no later than 30 days after the final approval of the settlement (assuming no objections or appeals). The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Simpluris to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform other duties relating to the Settlement. The Court has approved setting aside up to \$3,495.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Fund (which is currently estimated to be \$131,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$20,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties (\$15,000.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$5,000.00) will be payable to the individuals with PAGA standing (“PAGA Members”) as part of the Net Settlement Amount.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$5,000.00 payable to PAGA Members as PAGA civil penalties will be designated as the “PAGA Amount.” Each individual who was employed by Defendants at any time between February 2, 2020, and <<PRELIM APPROVAL DATE>>, will receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the aforementioned time period.
- (ii) Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount will be designated as the “Wage Statement Amount.” Each participating Settlement Class Member who was employed by Defendants at any time between February 2, 2020, and <<PRELIM APPROVAL DATE>>, will receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- (iii) Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount will be designated as the “Waiting Time Amount.” The Waiting Time Amount will be distributed in equal shares to each participating Settlement Class Members who separated their employment with Defendants on or after February 2, 2018.
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the individual’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

The Settlement Administrator will calculate the workweeks for each Class Member by dividing the total days employed as a Class Member during the Class Period by seven. Partial workweeks will be rounded up.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not cashed within 180 days after mailing will be distributed to the California State Controller Unclaimed Property Fund to be held in the name of the Settlement Class Member or PAGA Member until such time as they claim their funds.

Allocation and Taxes. Each Individual Settlement Payment will be allocated as 75% statutory damages and interest and 25% wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members an IRS Form 1099 (for amounts paid as statutory damages and interest) and IRS Form W2 (for amounts paid as wages). Amounts paid to PAGA Members for their share of civil penalties under PAGA will be allocated as 100% penalties. The Settlement Administrator will issue PAGA Members an IRS Form 1099 for these payments. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge (i) Defendants, (ii) each of Defendants' respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, affiliated entity, trust, foundation, and nonprofit entity which controls, is controlled by, or is under common control with Defendants; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing (collectively the "Released Parties") from all claims that were raised, or could have been raised based on the factual allegations made in the operative Second Amended Complaint, in the class and representative action titled *Luis Montanez v. MEI Rigging & Crating, LLC*, Los Angeles County Superior Court Case No. 21STCV04062 (the "Lawsuit"), through preliminary approval of the Settlement. This includes but is not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to furnish accurate itemized wages statements; (6) failure to maintain accurate records; (7) failure to timely pay all wages to employees during their employment; (8) failure to pay all wages due to discharged and quitting employees; (9) claims brought under Business & Professions Code section 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants' competitors and claims of unlawfully gaining an unfair advantage over other businesses; (10) any and all claims arising out of alleged violations of the California Labor Code, including Sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, and California Industrial Welfare Commission Wage Order No. 9-2001; (11) penalties of any nature that could have been raised based on the factual allegations made in the operative Second Amended Complaint; (12) interest; and (13) attorneys' fees and costs (collectively, the "Class Released Claims"). This release will apply to claims arising during the Class Period and become effective upon remittance of the Maximum Settlement Amount by Defendants to the Settlement Administrator.

PAGA Members, including all persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time between February 2, 2020, and <<PRELIM APPROVAL DATE>> (the "PAGA Period"), regardless of whether they opt-out of the Settlement, will fully and finally release and discharge Defendants and the Released Parties from all PAGA claims for civil penalties due to any Labor Code violations by Defendants arising out of or related to events alleged in the operative Second Amended Complaint including, but not limited to, Labor Code sections 200, 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198 (collectively, the "PAGA Released Claims"). This release will apply to claims arising during the PAGA Period and become effective upon remittance of the Maximum Settlement Amount by Defendants to the Settlement Administrator.

Conditions of Settlement. The Settlement is conditioned upon the occurrence of all of the following events: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters final approval of the Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement (the "Effective Date").

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be mailed a check for your Individual Settlement Payment, which has been calculated for you based on the formulas set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of pay periods and workweeks that you worked during the Class Period and PAGA Period as well as whether you are entitled to a share of the Wage Statement and/or Waiting Time Amount. The information contained in Defendants' records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MONTANEZ v. MEI RIGGING & CRATING, LLC* LAWSUIT FILED IN THE LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 21STCV04062. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement will, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, your Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement, including the release of claims.

Objecting to the Settlement. You have the right to object to the terms of the Settlement as long as you do not submit a Request for Exclusion, but if the Court rejects your objection, you will still be bound by the terms of the Settlement, including the release of claims. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. All objections or other correspondence must state the name and number of the case, which is *Luis Montanez v. MEI Rigging & Crating, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV04062. Objections in writing must be postmarked on or before **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 12 of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, California 90012. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 12 of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, California 90012. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing to receive your Individual Settlement Payment.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Stanley Mosk Courthouse, located at 111 N Hill St, Los Angeles, California 90012, during regular business hours. You may also access case information online using the LACourt website at (<https://www.lacourt.org/casesummary/ui/index.aspx>) including the case number (21STCV04062). You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.

NOTICE OF SETTLEMENT AWARD

LUIS MONTANEZ v. MEI RIGGING & CRATING, LLC, et al.
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 21STCV04062

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last) (SSN - last 4 digits)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendants' records:

- (a) You worked _____ workweeks for Defendants in California between February 2, 2017, and <<PRELIM APPROVAL DATE>>;
- (b) There were _____ total workweeks worked by employees of Defendants in California between February 2, 2017, and <<PRELIM APPROVAL DATE>>;
- (c) You worked _____ pay periods for Defendants in California between February 2, 2020, and <<PRELIM APPROVAL DATE>>;
- (d) There were _____ total pay periods worked by employees of Defendants in California between February 2, 2020, and <<PRELIM APPROVAL DATE>>;
- (e) You worked _____ workweeks for Defendants in California between February 2, 2020, and <<PRELIM APPROVAL DATE>>;
- (f) There were _____ total workweeks worked by employees of Defendants in California between February 2, 2020, and <<PRELIM APPROVAL DATE>>; and
- (g) You <<DID/DID NOT>> separate your employment with Defendants on or after February 2, 2018.

Based on the above, your Individual Settlement Payment is estimated to be \$ _____ and your PAGA Amount is estimated to be \$ _____.

(IV) If you disagree with items (a) - (g) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants' records, those records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the Parties and the

Settlement Administrator will resolve the dispute as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT 3