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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF KINGS**

ADRIAN LEON and RICHARD
RODRIGUEZ, JR., on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CALAVERAS MATERIALS, INC., a
California Corporation; LEHIGH HANSON
SERVICES LLC, a Limited Liability
Company; SOUTH VALLEY
MATERIALS, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **21C-0105**
[Consolidated for All Purposes with
Case No. 21C-0167]

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: October 20, 2022
Hearing Time: 10:30 a.m.

Dept: 7
Judge: Hon. Melissa D'Morias

Action Filed: April 5, 2021
Trial Date: None set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Adrian Leon and Richard Rodriguez, Jr. ("Plaintiffs") in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts
5 are within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted in support of the motion by Plaintiffs for
8 preliminary approval of the proposed class action settlement with Defendants Calaveras Materials,
9 LLC (formerly known as Calaveras Materials, Inc.), Lehigh Hanson Services LLC, and South
10 Valley Materials, LLC (formerly known as South Valley Materials, Inc.) (collectively
11 "Defendants"), and seeks entry of an order: (1) preliminarily approving the proposed settlement of
12 this class action with Defendants; (2) for settlement purposes only, conditionally certifying the
13 Class, which is comprised of "all individuals who are or previously were employed by Defendant
14 Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt
15 employees during the Class Period, and excluding any members of the settlement classes in the
16 cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles,
17 Case No. 19STCV32068 ("Avelar Action"); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the
18 State of California, County of San Luis Obispo, Case No. 20CV-0225 ("Rost Action"); (3)
19 provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing
20 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, and
21 Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the
22 Class; (5) approving the form and method for providing class-wide notice; (6) directing that notice
23 of the proposed settlement be given to the class; (7) appointing ILYM Group as Settlement
24 Administrator, and (8) scheduling a final approval hearing date to consider Plaintiffs' motion for
25 final approval of the settlement and entry of the Judgment, and Plaintiffs' motion for approval of
26 attorneys' fees and expenses. Plaintiffs and Defendants (collectively the "Parties") have reached a
27 full and final settlement of the above-captioned consolidated actions. Attached hereto as
28 Exhibit #1 is a copy of the fully executed Class Action Settlement Agreement ("Agreement") along

1 with exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement,
2 and all capitalized terms defined therein shall have the same meaning as set forth in the Agreement.

3
4 Fairness of Settlement

5 3. As consideration for this Settlement, the Gross Settlement Amount is Two Million
6 Five Hundred Thousand Dollars (\$2,500,000) to be paid by Lehigh Hanson Services, LLC , as set
7 forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action
8 between the Parties and will be made in full and final settlement of the Released Class Claims. The
9 Gross Settlement Amount includes all payments of Settlement Shares to the Participating Class
10 Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel
11 Litigation Expenses Payment, Class Representative Service Payments to Plaintiffs, and the PAGA
12 Payment. The Gross Settlement Amount does not include the employer's share of payroll taxes
13 which will be separately paid by Lehigh Hanson Services, LLC. The Settlement is all-in with no
14 reversion to Defendants and no need to submit a claim form.

15 4. The relief provided in the Settlement will benefit all members of the Class. The
16 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
17 Payments to the Class Members are all determined under a neutral methodology. Each
18 Participating Class Member will receive the same opportunity to participate in and receive payment
19 through a neutral formula that is based upon the weeks worked by that individual.

20 5. On March 14, 2022, the Parties participated in an all-day mediation presided over
21 by Hon. Carl J. West (Ret.), a respected mediator of wage and hour representative and class
22 actions. In preparation for the mediation, Defendants provided Class Counsel with necessary
23 information for the members of the Class, including time data, payroll data and data concerning the
24 composition of the Class. Plaintiffs analyzed the data, and prepared and submitted a mediation
25 brief and damage valuation to the Mediator. At the conclusion of the all-day mediation, the Parties
26 agreed to this Settlement. The final settlement terms were negotiated and set forth in the
27 Agreement now presented for this Court's approval. Importantly, Plaintiffs and Class Counsel
28 believe that this Settlement is fair, reasonable and adequate.

1 6. For the estimated 1,050 individuals in the Class who collectively worked 166,827
2 weeks, the Gross Settlement Amount provides an average value of \$2,380 per Class Member and
3 \$14.98 per workweek, and after deductions, the Net Settlement Amount provides an average
4 recovery of \$1,482 per Class Member and \$9.33 per work week. The calculations to compensate for
5 the amount due to the Class Members at the time this Settlement was negotiated were calculated in
6 advance of mediation. For the individuals whose claims are at issue in this Action, Plaintiffs
7 analyzed the data for putative class members and determined the potential maximum damages for
8 the class claims. For the Class, Plaintiffs determined that the maximum potential unpaid overtime
9 due to the alleged miscalculation of the regular rate was \$247,328, the *Ferra* claim for meal
10 premiums and sick pay was \$105,260, the maximum potential unpaid wages due to the alleged
11 rounding practice was \$180,849, the maximum potential meal period damages were estimated to be
12 \$7,500,449 based upon an alleged 58% violation rate evidenced in the time punch records and after
13 deducting the meal premiums paid by Defendants, the maximum rest period damages were
14 estimated to be \$9,189,933 based upon the same 58% violation rate, the maximum damages for
15 alleged off the clock work from on call practices was \$395,886, and the maximum damages for
16 unreimbursed expenses were estimated to be \$270,700 based upon cell phone usage of \$10 per
17 month. In total, the damages for the Class were calculated to have a maximum total value of
18 \$17,890,405. In addition, Plaintiffs calculated that the maximum value of the waiting time penalties
19 was between \$1,824,376 and \$3,369,423, and the maximum value of the wage statement penalties
20 were between \$1,943,450 and \$3,356,000, depending on the predicate violation, however, these
21 wage statement and waiting time penalties claims potentially had a much smaller value, even if
22 damages were awarded, to the extent that they are only derivative of the meal and rest break
23 claims.¹ Defendants dispute Plaintiffs' estimates and believes the amount they can recover for
24

25 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to various defenses asserted by
27 Defendant, including, but not limited to, a good faith dispute defense as to whether any premium wages
28 for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs were
properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether

1 themselves and the Class, if anything at all, is actually much lower. Consequently, the Gross
2 Settlement Amount represents 14% of the value of the potential maximum damages at issue for the
3 Class in this case, assuming these amounts could all be proven in full at trial.² The above maximum
4 calculations should then be adjusted in consideration for both the risk of certification and the risk of
5 establishing class-wide liability on all claims. Given the amount of the Settlement as compared to
6 the potential value of the claims, the Settlement is most certainly fair and reasonable.

7
8 Procedural History of the Litigation

9 7. On April 5, 2021, Plaintiffs filed a Class Action Complaint against Defendant Pregis
10 in the Superior Court of the State of California, County of Kings. Plaintiffs asserted claims on
11 behalf of the Class that Defendant: (a) engaged in unfair business practices in violation of
12 California Business & Professions Code §§ 17200, *et seq.*; (b) failed to pay minimum wages in
13 violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) failed to pay overtime wages in
14 violation of California Labor Code §§ 510 and 1198; (d) failed to provide required meal periods and
15 pay meal period premiums in violation of California Labor Code §§ 226.7 & 512; (e) failed to
16 provide required rest periods and pay rest period premiums in violation of California Labor Code
17 §§ 226.7; (f) failed to provide accurate itemized wage statements in violation of California Labor
18 Code § 226; (g) failed to reimburse employees for required expenses in violation of California
19 Labor Code §§ 2800 and 2802; and, (h) failed to pay wages when due upon termination of
20 employment in violation of California Labor Code §§ 201 and 202. On or about June 23, 2021,
21 Defendants filed an Answer to Plaintiffs' Class Action Complaint, denying all Plaintiff's allegations

22
23
24 and when the wages were due."). Additionally, Courts have held that violations of the meal and rest
25 period regulations, which require payment of a "premium wage" for each improper meal period, do **not**
26 give rise to claims under sections 203 and 226. See *Ling v. P.F. Chang's China Bistro, Inc.*, 245 Cal.
27 App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336
28 (2018). As a result, at the time of mediation the viability of Plaintiff's claims on these theories was
uncertain.

² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
the PAGA claim in this discussion. The PAGA claim is addressed below at ¶ 33.

1 and asserting thirty-one (31) affirmative defenses. On or about June 25, 2021, Defendants removed
2 the Class Action Complaint to the United States District Court for the Eastern District of California,
3 Case No. 1:21-cv-01013.

4 8. On May 26, 2021, Plaintiffs filed a separate Representative Action Complaint
5 against Defendant Pregis for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. (the Private
6 Attorneys General Act (“PAGA”) for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210,
7 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
8 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). On or about July 19,
9 2021, Defendant Pregis filed an Answer to Plaintiffs’ Representative Action Complaint, denying all
10 Plaintiffs’ allegations and asserting forty (40) affirmative defenses.

11 9. On June 10, 2022, the Court approved the Parties’ Stipulation to remand the Class
12 Action Complaint back to this Court. On July 19, 2022 Plaintiffs filed the Consolidated Class
13 Action Complaint which added the alleged PAGA claim into the Class Action Complaint.

14 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
15 including production of documents, class data, and other information, allowing for the full and
16 complete analysis of liabilities and defenses to the claims in the Action. The information for
17 mediation obtained by Plaintiffs included: (1) data showing employees and their employment dates;
18 (2) time punch data and payroll data for employees; (3) Defendants’ employee wage and hour
19 policies; (5) the employment files for the Plaintiffs; and, (7) samples of wage statements provided
20 by Defendants. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
21 mediation.

22 11. Prior to mediation, the Parties engaged in the above investigation and the exchange
23 of documents and information in connection with the Action. On March 14, 2022, the Plaintiffs and
24 Defendants participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a
25 respected jurist and experienced mediator of wage and hour representative and class actions.
26 Following the mediation, each side, represented by its respective counsel, were able to agree to
27 settle the Action based on a mediator’s proposal which was memorialized in the form of a
28 Memorandum of Understanding. At all times, the negotiations were arm’s length and contentious.

1 12. The Parties continued to negotiate the terms of the settlement and prepared the final
2 Agreement which was signed by the Parties and is now presented to this Court for preliminary
3 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals
4 who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California
5 who were classified as hourly-paid or non-exempt employees during the Class Period, and
6 excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*,
7 Superior Court of California, County of Los Angeles, Case No. 19STCV32068 ("Avelar Action");
8 and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis
9 Obispo, Case No. 20CV-0225 ("Rost Action")." (Agreement at ¶ I(3).) The Class Period is from
10 April 5, 2017 through June 18, 2022. The Class consists of an estimated 1,050 Class Members who
11 worked a total of approximately 166,827 work weeks from April 5, 2017 through March 14, 2022.
12 Defendant has provided the required declaration verifying these figures.

13 13. Although a settlement has been reached, Defendants deny any liability or
14 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
15 any purpose other than settlement, the Action is appropriate for class treatment. Defendants
16 contend, among other things, that it has correctly compensated the Class Members and complied at
17 all times with the California Labor Code, applicable Wage Order, and all other laws and
18 regulations. Further, Defendants contend that class certification would be inappropriate for any
19 reason other than for settlement. Plaintiffs contend that Defendants violated California wage and
20 hour laws as alleged in the Action. Plaintiffs further contend that the Action is appropriate for class
21 certification on the basis that the claims meet the requisites for class certification. Without
22 admitting that class certification is proper, Defendants have stipulated that the above Class may be
23 certified for settlement purposes only. (Agreement at ¶ II(36).) The Parties agree that certification
24 for settlement purposes is not an admission that class certification would be proper if the class
25 certification issue were litigated. Further, the Agreement is not admissible in this or any other
26 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
27 settling the Action, the Parties stipulate and agree that the requisites for establishing class
28 certification with respect to the Class are satisfied.

1 14. Class Counsel has conducted a thorough investigation into the facts of the class
2 action. Over the course of the litigation, Class Counsel has diligently evaluated the Class Members'
3 claims against Defendants. Prior to the settlement negotiations, counsel for Defendants provided
4 Class Counsel with access to necessary information for the Class. In addition, Class Counsel
5 previously negotiated settlements with other employers in actions involving nearly identical issues
6 and analogous defenses. Based on the foregoing data and their own independent investigation,
7 evaluation and experience, Class Counsel believes that the settlement with Defendants on the terms
8 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
9 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
10 by Defendant, and potential appellate issues.

11
12 Settlement Terms and Plan of Allocation

13 15. The Gross Settlement Amount that Lehigh Hanson Services, LLC will pay under this
14 Settlement is Two Million Five Hundred Thousand Dollars (\$2,500,000). (Agreement at ¶ I(19).)
15 Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment
16 of the Settlement Shares to the Class; (2) Class Counsel Fees Payment and Class Counsel Litigation
17 Expenses Payment; (3) Settlement Administration Expenses; (4) Class Representative Service
18 Payments to the Plaintiffs; and (5) the PAGA Payment. (Agreement at ¶ I(19).) The Gross
19 Settlement Amount does not include the employer's share of payroll taxes. (Agreement at ¶
20 III(38).) The Gross Settlement Amount shall be all-in with no reversion to Defendants.
21 (Agreement at ¶ III(38).)

22 16. Lehigh Hanson Services, LLC shall fund the Gross Settlement Amount and the
23 amount necessary to pay Defendant's share of payroll taxes within fifteen (15) calendar days of the
24 Effective Date. (Agreement at ¶ III(46).) The Settlement Shares to Participating Class Members
25 will be mailed by the Settlement Administrator within fifteen (15) calendar days after the funding of
26 the Gross Settlement Amount. (Agreement at ¶ III(46).)

27 17. The Net Settlement Amount shall equal the net amount available for payment to the
28 Class after deducting the Court-approved amounts for the Class Representative Service Payments,

1 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment,
2 and the Settlement Administration Expenses. (Agreement at ¶ I(21).) The Net Settlement Amount
3 will be distributed as the Settlement Shares to the Class Members who do not timely request
4 exclusion ("Participating Class Members"). (Agreement at ¶¶ I(24) and III(41).) The Settlement
5 Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement
6 Amount by the total number of weeks worked for Lehigh Hanson Services, LLC included in the
7 dates of employment to determine a dollar amount per week ("Weekly Rate"); and (b) the
8 Settlement Administrator shall then take the number of weeks worked by each Participating Class
9 Member for Lehigh Hanson Services, LLC and multiply it by the Weekly Rate to calculate their
10 Settlement Share. (Agreement at ¶ III(40)(b).) Workweeks will be based on Defendants' records,
11 however, Class Members will have the right to challenge the number of workweeks.

12 18. Class Members may choose to opt-out of the Settlement by following the directions
13 in the Class Notice. (Agreement at ¶ III(42)(c)(iii) and Ex. A.) All Class Members who do not
14 "opt out" will be deemed Participating Class Members who will be bound by the Settlement and
15 will be entitled to receive a Settlement Share. Aggrieved Employees who opt out the Settlement
16 will still be paid their allocation of the PAGA Payment and will remain bound by the release of the
17 Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶ III(42)(c)(iii).)
18 Finally, the Class Notice will also advise the Class Members of their right to object to the
19 Settlement and/or dispute their workweeks. (Agreement at ¶ III(42)(c)(i)-(ii), Ex. A.)

20 19. A Participating Class Member must cash a Settlement Share check within 180 days
21 after it is mailed. (Agreement at ¶ III(47).) The Settlement Administrator will send a reminder to
22 Participating Class Members who have not cashed their checks within 120 days after its last mailing
23 to the affected individual. (Agreement at ¶ III(47).) Any settlement checks not cashed within 180
24 days will be voided and any funds from such uncashed checks will be paid to the California State
25 Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did
26 not cash their check. (Agreement at ¶ III(47).)

27 20. The Parties have agreed to use ILYM Group as the Settlement Administrator.
28 (Agreement at ¶ III(41).) From the Gross Settlement Amount, the Settlement Administrator shall be

1 paid for the expenses of administering the Settlement in an amount not to exceed \$20,000.

2 (Agreement at ¶ III(39)(d).)

3 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
4 a sum not to exceed one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
5 Payment. (Agreement at ¶ III(39)(b).) Class Counsel will also be allowed to apply separately for
6 an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000.
7 (Agreement at ¶ III(39)(b).) Subject to Court approval, the Agreement provides for a payment of no
8 more than \$10,000 each to the Plaintiffs as the Class Representative Service Payments. (Agreement
9 at ¶ III(39)(a).) The Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, and
10 Class Representative Service Payments shall all be paid from the Gross Settlement Amount.

11 22. The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out
12 of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the
13 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$12,500) will be distributed to
14 the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
15 (Agreement at ¶ III(39)(c).) All Aggrieved Employees will be sent their share of the PAGA
16 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
17 out of the Class. (Agreement at ¶ III(39)(c).) As set forth in the accompany proof of service, the
18 LWDA has been served with this motion and the Agreement.

19
20 Risks of Continued Litigation and Standards for Approval

21 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
22 litigate and trying this Action against Defendants through possible appeals which could take several
23 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
24 especially in complex class actions such as this Action. Class Counsel is also mindful of and
25 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
26 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
27 Settlement set forth in the Agreement is in the best interest of the Class Members.

28 24. Here, a number of defenses asserted by Defendants present serious threats to the

1 claims of the Plaintiffs and the other Class Members. Defendants asserted that Defendants'
2 practices complied with all applicable Labor laws. Defendants argued that all work time was
3 recorded and paid. Defendants contend that their meal and rest period policies fully complied with
4 California law, that Defendants' timekeeping system recorded meal periods, and that meal periods
5 were provided. Defendants also argued that meal period premiums were paid when a meal period
6 was not provided, which negated the meal period claim. Further, Defendants argued that
7 Defendants were not required to record rest periods and that there was no evidence that rest periods
8 were not provided given the facially lawful policies. Finally, Defendants could argue that the
9 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakens Plaintiffs'
10 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants
11 also argue that based on their facially lawful practices, they acted in good faith and without
12 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
13 wage statements. Under the state of the law at the time of mediation, it was questionable whether
14 these penalties could be awarded at all based upon the alleged meal and rest period violations. If
15 successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class.
16 While Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses
17 have merit and therefore present a serious risk to recovery by the Class.

18 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
19 be unable to obtain class certification and thereby not recover on behalf of any employees other
20 than themselves. Defendants argued that the individual experience of each putative class member
21 varied with respect to the claims. Defendants could also contest class certification by arguing injury
22 and good faith were case by case determinations that precluded class certification. Plaintiffs are
23 aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*
24 *Inc.*, 43 Cal. App. 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest
25 break claims). Defendant also contended that individual differences in work experiences not only
26 impacted damages but would also impact certification. Finally, even if class certification was
27 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
28 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide

1 recovery even where the class has been certified. While other cases have approved class
2 certification in wage and hour claims, class certification in this action would have been hotly
3 disputed and was by no means a foregone conclusion.

4 26. This settlement is therefore certainly entitled to preliminary approval. Were this
5 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
6 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

7 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
8 consideration for their service and for the risks undertaken on behalf of the class. (Agreement at ¶
9 III(39)(a).) Plaintiffs performed their duty admirably by working with Class Counsel. At this
10 stage, the requested service award amount of \$10,000 each is well within the accepted range of
11 awards for purposes of preliminary approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
12 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
13 was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal.
14 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*
15 *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)
16 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*
17 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding
18 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,
19 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime
20 class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service awards
21 are routinely awarded to class representatives to compensate the employees for the time and effort
22 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
23 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
24 221862 at *16-17.

25 28. The stage of the proceedings at which this Settlement was reached also militates in
26 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
27 conducted a thorough investigation into the facts of the class action. Class Counsel began
28 investigating the Class Members' claims before the Action was filed. Class Counsel conducted a

1 review and analysis of the relevant documents and data. Class Counsel was also experienced with
2 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other
3 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
4 information to make an informed judgment regarding the likelihood of success on the merits and the
5 results that could be obtained through further litigation.

6 29. Based on the foregoing data and their own independent investigation and evaluation,
7 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the
8 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
9 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
10 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that
11 Counsel for both parties possessed sufficient information to make an informed judgment regarding
12 the likelihood of success on the merits and the results that could be obtained through further
13 litigation.

14
15 Class Certification Issues

16 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
17 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
18 the Court may appropriately approve the Class as defined in the Agreement. This Court should
19 conditionally certify the Class for settlement purposes only, defined as follows:

20 All individuals who are or previously were employed by Defendant Lehigh Hanson
21 Services, LLC in California who were classified as hourly-paid or non-exempt
22 employees during the Class Period, and excluding any members of the settlement
23 classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of
California, County of Los Angeles, Case No. 19STCV32068 ("Avelar Action"); and
Rost v. Lehigh Hanson, Inc., Superior Court of the State of California, County of San
Luis Obispo, Case No. 20CV-0225 ("Rost Action").

24 (Agreement at ¶ I(3).)

25 The "Class Period" is April 5, 2017 through June 18, 2022. (Agreement at ¶ I(10).)

26 a. **Numerosity** - Here, Plaintiffs assert that the 1,050 current and former
27 employees that comprise the Class can be identified based on Defendants' records and are
28 sufficiently numerous for class certification.

1 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
2 questions of law and fact are present, and specifically the common questions of whether Defendants
3 properly compensated for alleged overtime, sick pay and meal period premiums, whether the
4 Defendants failed to provide meal and rest periods, whether class members were lawfully
5 compensated for all hours worked, whether Defendants failed to provide required expense
6 reimbursement, and whether Class Members are entitled to damages and penalties as a result of
7 these practices.

8 c. **Typicality** - In the instant case, Plaintiffs contend that there can be little
9 doubt that the typicality requirement is satisfied. The Plaintiffs, like every other member of the
10 Class, worked for Defendants as non-exempt employee during the Class Period. Plaintiffs contend
11 that, like every other member of the Class, they were subject to the same practices and policies of
12 the Defendants and are subject to the same defenses. Thus, Plaintiffs assert that the claims of the
13 Plaintiffs and the Class Members arise from the same course of conduct by the Defendants, involve
14 the same employment policies and practices of Defendants, and are based on the same legal
15 theories.

16 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
17 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
18 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
19 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives and
20 have actively participated in the prosecution of this case to date. They effectively communicated
21 with counsel, provided documents to counsel and participated in the investigation and negotiations
22 in the Action. Second, Plaintiffs retained competent counsel who are experienced in employment
23 class actions and who have no conflicts. Third, there is no antagonism between the interests of the
24 Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek monetary relief
25 under the same set of facts and legal theories.

26 31. Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting
27 class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have
28 extensive class litigation experience. We have handled a number of class actions and complex

1 cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters.
2 We have successfully prosecuted and obtained significant recoveries in numerous class action
3 lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly
4 experienced in wage and hour employment law class actions, including claims for misclassification,
5 overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods.
6 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over
7 hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has
8 been found to be adequate counsel by the courts throughout California. We have been approved as
9 experienced class counsel by both state and federal courts in California in contested class
10 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as
11 Exhibit #2. Thus, the adequacy requirement is satisfied.

12 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
13 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
14 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
15 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
16 information to the Class Members regarding how to opt out and how to object to the Settlement;
17 (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys’
18 fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award requests; and (vi) the
19 anticipated expenses of the Settlement Administrator. The Class Notice Packet mailed to the Class
20 Members will include a Spanish translation. (Agreement at ¶I(9).) The Class Notice will state that
21 the Class Members shall have forty-five (45) days from the date that the Notice is mailed to them to
22 request exclusion (opt-out) or to submit an objection. (Agreement at ¶ III(42)(c).) In the event of a
23 re-mailing, this deadline will be extended by an additional 15 days. Class Members shall be given
24 the opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses and to
25 appear at the Final Approval Hearing. (Agreement at ¶ III(42)(c)(i).) Class Members who do not
26 submit a timely and proper request to opt-out will automatically receive a payment of their
27 Settlement Share. This notice program was designed to meaningfully reach the Class Members and
28 it advises them of all pertinent information concerning the Settlement. The mailing and distribution

1 of the Class Notice satisfies the requirements of due process, and is the best notice practicable under
2 the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

3 33. The PAGA Claims -

4 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
5 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
6 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
7 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
8 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
9 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
10 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
11 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
12 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
13 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
14 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
15 class members." (LWDA Response at p.4).

16 b. **Valuation of the PAGA Claim for Aggrieved Employees.** For mediation,
17 Plaintiffs' calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil
18 penalties to be between \$2,197,400 and \$4,394,800 for a single violation in every one of the 43,948
19 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay
20 period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for
21 violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be
22 awarded at the maximum rate per pay period but without stacking. The PAGA allocation in the
23 Settlement is the amount of \$50,000. This allocation is justified by several important
24 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
25 Second, Defendants asserted additional defenses to the PAGA claim, not only as to liability but also
26 as to the amount of the penalties. Defendants could also argue that no penalties prior to the PAGA
27 notification should be awarded, and I am aware of one Court which has so ruled. These additional
28 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties

sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 43,948 pay periods were established, using the valuation from *Carrington* results in a more realistic recovery of \$219,740 under PAGA. This means that the \$50,000 PAGA allocation is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim, Class Counsel was also aware of what allocations other Courts have approved for similar PAGA settlements as compared to the total settlement amount. A class settlement that allocates approximately 1% of the total settlement value to resolve the PAGA claims applicable to the class is also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist. Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement

1 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
2 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
3 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
4 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
5 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
6 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
7 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
8 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
9 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
10 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
11 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
12 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
13 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
14 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
15 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
16 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
17 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
18 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
19 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
20 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
21 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
22 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
23 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
24 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
25 0.34% of \$1,450,000 settlement amount).

26 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third (1/3) of the
27 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
28 reasonable. At the time of final approval, my firm will present lodestar with detailed billing

1 information to further support the reasonableness of the requested fee award. My firm has been
2 regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage
3 and hour class settlements. Some of the class action awards obtained by Class Counsel in similar
4 employment actions throughout the state bear out the reasonableness of a fee and costs award
5 equivalent to one-third (1/3) of the total settlement value: On June 14, 2017, in *Smith v. Space*
6 *Exploration* (Los Angeles Superior Court Case No. BC554258), Judge Elihu Berle awarded Class
7 Counsel a 1/3 fee award in a wage and hour class settlement. On March 23, 2018, in *Bailey v.*
8 *Redfin*, (Los Angeles Superior Court, Case No. BC512191, the Court awarded a 1/3 fee award in a
9 wage and hour class settlement. On July 10, 2018, in *Zirpolo v. UAG Stevens Creek II* (Santa Clara
10 Superior Court Case No. 17CV313457, Judge Brian Walsh awarded Class Counsel a one-third fee
11 award in a wage and hour class settlement. On July 19, 2018, in *Metrow v. Liberty Mutual*,
12 (U.S.D.C. Central District of California Case No. EDCV 16-01133-JGB), the District Court
13 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 4,
14 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919)
15 Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class
16 settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court,
17 Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage
18 and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa
19 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third
20 fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*
21 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger
22 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,
23 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP
24 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class
25 settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court
26 Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a
27 wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara
28 Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class Counsel a one-third fee

1 award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine*
2 *Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
3 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On April 15,
4 2021, in *Epstein v. Walgreens* (U.S.D.C. Central District of California, Case No. 5:19-cv-01323)
5 District Judge David Carter awarded Class Counsel a one-third fee award in a wage and hour class
6 settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No.
7 BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour
8 class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
9 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
10 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
11 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
12 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
13 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
14 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
15 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
16 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
17 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
18 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On April
19 26, 2022, in *Jauregui v. Cytec*, (U.S.D.C. Central District of Cal. Case No. 8:20-cv-02440-DOC),
20 District Judge David Carter awarded a one-third fee award in a wage and hour class action. On May
21 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*, (U.S.D.C. Central District of Cal. Case No.
22 2:20-cv-08053-MCS-JDE) District Judge Mark C. Scarsi awarded a one-third fee award in a wage
23 and hour class action settlement. A fee award equal to one-third of the common fund is therefore
24 reasonable in light of the fees that have been awarded in other similar cases.

25 35. Class Representative Service Payments - The reasonableness of the requested service
26 award is also established by reference to the amounts that other California courts have found to be
27 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
28 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service

award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa

1 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
2 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
3 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
4 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
5 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
6 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
7 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
8 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
9 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
10 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
11 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
12 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
13 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
14 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
15 1, 2018) (awarding \$10,000 service award).

16 36. Settlement Administration -The estimate from ILYM Group was selected, as it
17 provided for an estimate of \$18,500 to perform the settlement administration for a Class numbering
18 up to 1,100. A true and correct copy of the estimate from ILYM Group is attached hereto as
19 Exhibit #3. I have used ILYM Group successfully as the administrator in more than twenty class
20 settlements in the last several years and know them to be competent and experienced.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct. Executed this 26th day of September, 2022, at La Jolla, California.

24
25
26 By: /s/ Kyle Nordrehaug
27 Kyle Nordrehaug
28

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Adrian Leon and Richard Rodriguez, Jr. (“Plaintiffs”) and Defendants Calaveras Materials, LLC (formerly known as Calaveras Materials, Inc.), Lehigh Hanson Services LLC, and South Valley Materials, LLC (formerly known as South Valley Materials, Inc.) (“Defendants”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Action” collectively means: (1) the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Adrian Leon and Richard Rodriguez, Jr. v. Calaveras Materials, Inc. et al.*, Case No. Case No. 21c-0105, filed in Superior Court of the State of California, County of Kings, and currently pending in the United States District Court for the Eastern District of California, Case No. 1:21-cv-01013-DAD-HBK; and (2) the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Adrian Leon and Richard Rodriguez, Jr. v. Calaveras Materials, Inc. et al.*, Case No. 21C-0167, filed in Superior Court of the State of California, County of Kings.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees at any time during the PAGA Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 (“Avelar Action”); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 (“Rost Action”) to the extent that such individuals were aggrieved employees in the Avelar Action or Rost Action.
3. “Class” means all individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees during the Class Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 (“Avelar Action”); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 (“Rost Action”).
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in

connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendants); and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) along with a Spanish translation of the Class Notice.
10. “Class Period” means the period of time from April 5, 2017 through June 18, 2022.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of Kings.
13. “Defendants” means Calaveras Materials, LLC (formerly known as Calaveras Materials, Inc.), Lehigh Hanson Services LLC, and South Valley Materials, LLC (formerly known as South Valley Materials, Inc.).
14. “Defendants’ Counsel” means Michelle Ballard Miller, Jason E. Barsanti, and Ethan Chernin of Cozen O’Connor.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section III.43.) of this Agreement.

16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means Two Million Five Hundred Thousand Dollars (\$2,500,000) to be paid by Lehigh Hanson Services, LLC as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Lehigh Hanson Services, LLC. The Gross Settlement Amount is all in with no reversion to Defendants and shall be paid without the need to submit a claim form.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from April 5, 2020 through June 18, 2022.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.

25. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
26. “Released Parties” collectively mean: Defendants, Defendants’ respective past, present and future parents, subsidiaries, corporations, divisions, successors, assigns and affiliates (including but not limited to the operating entities to whom Lehigh Hanson Services LLC’s employees are conducting or have conducted services, including, but not limited to, Hanson Aggregates LLC, Calaveras Materials LLC (fka Calaveras Materials, Inc.), Hanson Aggregates Mid-Pacific, LLC (fka Hanson Aggregates Mid-Pacific, Inc.), Hanson Aggregates Pacific Southwest, LLC (successor-in-interest to Hanson Aggregates Pacific Southwest, Inc., ATP General Engineering Contractors LLC, California Commercial Asphalt LLC, California Commercial Asphalt Enterprises, LLC, and Daley Equipment Rental LLC), Hanson Marine Finance, LLC (fka Hanson Marine Finance, Inc.), Hanson Marine Operations, LLC (fka Hanson Marine Operations, Inc.), Mission Valley Rock Co., LLC (fka Mission Valley Rock Company), South Valley Materials, LLC (fka South Valley Materials, Inc.), Lehigh Cement West, LLC (fka Lehigh Cement West, Inc. and Calaveras-Standard Materials, Inc.), Hanson Permanente Cement, Inc., and Lehigh Southwest Cement Company)), and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors, assigns, and affiliates of Defendants, including but not limited to Martin Marietta Materials, Inc.
27. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
28. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.
29. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

The Class Action

30. On April 5, 2021, Plaintiffs filed a Class Action Complaint in the Superior Court for the State of California in and for the County of Kings, entitled Adrian Leon and Richard Rodriguez, Jr. v. Calaveras Materials, Inc. et al., Case No. 21c-0105 (the “Class Action”). Plaintiffs asserted claims that Defendants:
- a. Violated California Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
 - c. Failed to pay overtime wages in violation of California Labor Code § 510,

et seq.;

- d. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226
 - g. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 - h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 - i. Wrongful Termination in violation of Public Policy.
31. On June 23, 2021, Defendants filed an Answer to Plaintiffs' Class Action Complaint, asserting thirty-one affirmative defenses.
32. On June 25, 2021, Defendants removed the Class Action to the United States District Court, Eastern District of California.

The PAGA Action

33. On May 26, 2021, Plaintiffs filed a separate PAGA representative action in the Superior Court for the State of California in and for the County of Kings, entitled Adrian Leon and Richard Rodriguez, Jr. v. Calaveras Materials, Inc. et al., Case No. 21C-0167 (the "PAGA Action"). Plaintiffs allege a cause of action for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.*, for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).
34. On July 19, 2022, Defendants filed an Answer to Plaintiffs' Representative Action Complaint, asserting fourteen affirmative defenses.

Mediation and Settlement

35. On March 14, 2022, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a respected mediator of wage and hour representative and class actions. While the Parties were not able to reach a settlement at the mediation, following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

36. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

37. **Remand and Pleading Amendments.** The Parties agree to stipulate to remand the Class Action to State Court for settlement approval and to amend the operative complaint in the Class Action to add the parties and claims presently in the PAGA Action. Within thirty (30) calendar days following amendment of the operative pleading in the remanded Class Action to include the parties and claims in the PAGA Action, Plaintiffs shall seek dismissal of the PAGA Action without prejudice. In the event the Parties are, for any reason, unable to obtain final court approval of this settlement following remand to State Court, Defendants reserve all rights to again remove the Class Action to the United States District Court for the Eastern District of California. In such an event, Plaintiffs shall not file a motion to remand the case, or otherwise take any actions in opposition to removal. In the event Defendants elect to again remove the case under such circumstances, Class Counsel shall, upon notice of Defendants' election, promptly seek leave of court to amend Plaintiffs' then-operative complaint(s) to allege an amount in controversy in excess of the \$5 million jurisdictional amount provided under the Class Action Fairness Act. Defendants will stipulate to such a request for leave to amend.
38. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Lehigh Hanson Services, LLC will pay under this Settlement is Two Million Five Hundred Thousand Dollars (\$2,500,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.
39. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
- a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is a combined total

of \$20,000 in Class Representative Service Payments. Defendants will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$10,000 for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments, and Plaintiffs will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.

- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$833,333, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$833,333, and \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments, and Class Counsel will assume full responsibility and liability for the taxes due on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$50,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of

the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099. The respective Aggrieved Employees will assume full responsibility and liability for any taxes imposed by tax authorities for their respective shares of the PAGA Payment.

- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$20,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

40. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks worked for Lehigh Hanson Services, LLC included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member for Lehigh Hanson Services, LLC and multiply it by the Weekly Rate to calculate their Settlement Share.
- c. **Withholding.**
 - i. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities the employees’ and employer’s share of all payroll taxes on the Wage Portion.

- ii. Subject to approval by the Court, Two-Thirds of each Participating Class Member's Settlement Share is in settlement of claims for expense reimbursement, interest, and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendant has represented that there are approximately 1,050 Class Members who worked a total of approximately 166,827 work weeks from April 5, 2017 through March 14, 2022. In regard hereto, Defendant Lehigh Hanson Services, LLC will provide a declaration under penalty of perjury prior to the filing of the motion for preliminary approval confirming the number of Class Members and pay periods they worked during the Class Period. Should the number of pay periods in the Class Period (from April 5, 2017 through March 14, 2022) increase by more than 10%, Defendant Lehigh Hanson Services, LLC will increase the Gross Settlement Amount by a proportionate additional amount for each additional pay period.
41. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The

Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

42. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. Provided, however, that the amounts of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Settlement Administration Expenses shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement and Gross Settlement Amount. Any order or proceeding relating to application for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and/or Settlement

Administration Expenses shall not operate to terminate or cancel this Settlement.

- b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 14 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Lehigh Hanson Services, LLC will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Lehigh Hanson Services, LLC, Lehigh Hanson Services, LLC will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section 42, or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Lehigh Hanson Services, LLC, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice, and any email containing the re-mailed Class Notice, shall include a Spanish translation.
 - iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-

mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional fifteen (15) calendar days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

v. Not later than ten (10) calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional fifteen (15) calendar days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional fifteen (15) calendar days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional fifteen (15) calendar days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-

Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the release of the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

d. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendants, at their sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendants shall exercise their revocation rights, if at all, within fourteen (14) calendar days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that

Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Lehigh Hanson Services, LLC.

- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

43. **Additional Briefing and Final Approval.**

- a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- c. If any opposition is filed to the motion for final approval of the Settlement and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction

over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

44. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
45. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
46. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Lehigh Hanson Services, LLC shall fund the Gross Settlement Amount by depositing the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes with the Settlement Administrator within fifteen (15) calendar days of the Effective Date. Within fifteen (15) calendar days after Lehigh Hanson Services, LLC funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class

Representative Service Payments and the PAGA Payment in accordance with this Agreement.

47. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within 120 calendar days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 calendar days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure ("CCP") Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
48. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
49. **Release of Claims.**
 - a. **Participating Class Members.** As of the Effective Date and the full funding of the Gross Settlement Amount, Defendants and the Released Parties shall receive a release from the Participating Class of all class claims pled or that could have been pled based on the factual allegations contained in the operative complaint and arising during the Class Period, which includes claims for unfair competition, failure to pay minimum wages (including, but not limited to, any underpayment resulting from an allegedly improper calculation of wages or the regular rate of pay), failure to pay overtime wages (including, but not limited to, any underpayment resulting from an allegedly improper calculation of the regular rate of pay), failure to provide meal periods or meal period premiums, failure to provide rest breaks or rest break premiums, failure to provide accurate wage statements, failure to reimburse for expenses, and failure to pay all

wages when due), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims").

- b. **Aggrieved Employees.** As of the Effective Date and the full funding of the Gross Settlement Amount, Defendants and the Released Parties shall receive a release from the State of California of all PAGA claims pled or that could have been pled based on the factual allegations contained in the operative complaint and PAGA letters sent to LWDA by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees, which includes PAGA claims for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802) ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period, except as otherwise set forth herein.
- c. **Plaintiffs.** As of the Effective Date and the full funding of the Gross Settlement Amount, Plaintiffs release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period ("Plaintiffs' Released Claims"). This release of Plaintiffs' Released Claims releases the Released Parties from any claims that were or could have been asserted by Plaintiffs in the operative complaint in this Action, whether known or unknown, including, but not limited to, claims for wrongful termination, discrimination, harassment, and retaliation, and shall include a waiver of Civil Code Section 1542 (see below). Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full

and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

- e. **Class Counsel.** As of the date Lehigh Hanson Services, LLC fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants and the Released Parties arising from or related to the Action.

50. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
51. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendants' Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiffs and Class Counsel and Defendants and Defendants' Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or Class Counsel or Defendants or Defendants' Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a website as

set forth in the Class Notice. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

47. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement shall constitute an admission on behalf of Plaintiffs that Defendants do not have liability for the allegations made by Plaintiff or an admission of behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiffs, or Class Counsel. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendants of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited

purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

48. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
49. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
50. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
51. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
52. **Modification of Agreement.** Except as set forth in section 49 hereinabove, this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
53. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
54. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
55. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

56. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
57. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) calendar days after Lehigh Hanson Services, LLC fully funds the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
58. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
59. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Michele Ballard Miller
Jason E. Barsanti
Ethan Chernin
Cozen O'Connor
101 Montgomery Street, Suite 1400
San Francisco, CA 94104
Tel: 415-644-0914
Fax: 415-644-0978
E-Mail:
mbmiller@cozen.com
jbarsanti@cozen.com
echernin@cozin.com

60. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
61. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one year starting from the date of the signing of the Memorandum of Understanding by all Parties on April 7, 2022 until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect.
62. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jul 21, 2022 
Adrian Leon (Jul 21, 2022 09:50 PDT)
Plaintiff Adrian Leon

Dated: Jul 21, 2022 
Richard Rodriguez (Jul 21, 2022 09:49 PDT)
Plaintiff Richard Rodriquez

Dated: _____

[name]
For Defendant Calaveras Materials, Inc

Dated: _____

[name]
For Defendant Lehigh Hanson Services LLC

Dated: _____

[name]
For Defendant South Valley Materials, Inc.,

60. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
61. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one year starting from the date of the signing of the Memorandum of Understanding by all Parties on April 7, 2022 until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect.
62. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

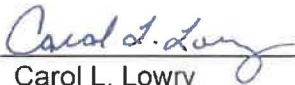
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Adrian Leon

Dated: _____
Plaintiff Richard Rodriquez

Dated: _____

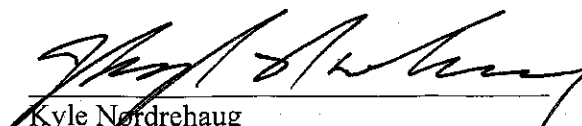
Roselyn Bar [name]
For Defendant Calaveras Materials, Inc

Dated: 07/25/2022

Carol L. Lowry [name]
For Defendant Lehigh Hanson Services LLC

Dated: _____

Roselyn Bar [name]
For Defendant South Valley Materials, Inc.,

Dated: 7/30/22



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Michele Ballard Miller
Jason E. Barsanti
Ethan Chernin
Cozen O'Connor
Attorney for Defendants

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 9/26/2022 _____



Michele Ballard Miller
Jason E. Barsanti
Ethan Chernin
Cozen O'Connor
Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

**(Leon v. Calaveras Materials, Inc., Superior Court of the State of California,
County of Kings Case No. 21C-0105 and 21C-0167)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. In exchange for the settlement payment, you will release the claims detailed in Section 4 below. Your estimated Settlement Share is: \$<< __ >>. However, the actual amount you receive may be different and will depend on a number of factors. See the explanation in Section 5 below for more information. After final approval by the Court, your Settlement Share will be mailed to you at the same address you received this notice. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself (i.e. “Opt-Out”)	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. Instructions on how to exclude yourself are set forth in Section 7 below. If you exclude yourself from the Class Settlement, you will receive no portion of the Class Settlement and will not release any Released Class Claims. However, Aggrieved Employees will still receive an allocation of the PAGA Payment and will be subject to the release of the Released PAGA Claims. See Sections 4 and 7 below for further information and the deadline to submit your request for exclusion.
Object	If you do not want to exclude yourself from the Settlement but do not agree with some portion of its terms, you may (1) submit a written objection to the Settlement Administrator explaining why you do not agree with the terms of the Settlement, and/or (2) appear at the Final Approval Hearing to make an oral objection. See Section 8 below for further information and the deadline to submit a written objection.

Your options are further explained in this Notice. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Kings (the “Court”) has been reached between Plaintiffs Adrian Leon and Richard Rodriguez, Jr. (“Plaintiffs”) and Defendants Calaveras Materials, LLC (formerly known as Calaveras Materials,

Inc.), Lehigh Hanson Services LLC, and South Valley Materials, LLC (formerly known as South Valley Materials, Inc.) (“Defendants”). The Court has not made any determination as the validity of the claims, but has preliminarily approved the Settlement finding that its terms are fair, adequate, and reasonable.

You may be entitled to receive money from this Settlement. You have received this Notice because you have been identified as a member of the Class (“Class Member”), which is defined as:

All individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees during the Class Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 (“Avelar Action”); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 (“Rost Action”).

The “Class Period” is from April 5, 2017 through June 18, 2022.

It is important that you read this Notice carefully as your rights may be affected by the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this lawsuit about?

On April 5, 2021, Plaintiffs filed a Class Action Complaint in the Superior Court for the State of California in and for the County of Kings, entitled Adrian Leon and Richard Rodriguez, Jr. v. Calaveras Materials, Inc. et al., Case No. 21c-0105 (the “Class Action”), alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, and failure to pay all wages due at the time of separation from employment. On May 26, 2021, Plaintiffs filed a PAGA representative action asserting a single claim for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) entitled Adrian Leon and Richard Rodriguez, Jr. v. Calaveras Materials, Inc. et al., Case No. 21C-0167 (the “PAGA Action”).

As part of the Settlement negotiated between Plaintiffs and Defendants, on [REDACTED], 2022, Plaintiffs filed a First Amended Complaint consolidating the claims asserted in the Class Action and PAGA Action Complaint, with the Class Action (Case No.. 21C-0105) designated as the lead case (collectively the “Action”).

No court has made a ruling on the merits of the claims alleged in the Action and there has been no trial on the merits relating to any of the claims referenced above. Defendants deny and dispute all such claims and assert that they have no liability to any of the Plaintiffs or Class Members. Specifically, Defendants contend that Plaintiffs and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiffs and Class Members received wage statements satisfying statutory requirements; Defendants reimbursed Plaintiffs and Class Members for all necessary business related expenses; timely paid all wages due, including at the time of separation; and therefore they are not liable for any of the damages or penalties claimed or that could be claimed in the

Action. Further, Defendants contend that this Action cannot be maintained as a class or PAGA representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Lehigh Hanson Services, LLC has agreed to Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Gross Settlement Amount”) to settle the claims asserted in the Action. The Gross Settlement Amount includes, amongst other things, the payment of Settlement Shares to Participating Class Members; Settlement Administration Expenses; Class Counsel Attorneys’ Fees and Costs; Class Representative Service Payments, and the PAGA Payment. An explanation of these payments are provided below. The Gross Settlement Amount does not include any of Defendants’ payroll taxes associated with the wage portion of Settlement Shares, which will be paid separately.

Within fifteen (15) calendar days of the Effective Date, Lehigh Hanson Services, LLC will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is final and no longer subject to appeal. Fifteen (15) calendar days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Deducted from the Gross Settlement Amount. The following proposed payments, subject to further Court approval, will be deducted from the Gross Settlement Amount before Settlement Shares are paid to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed Twenty Thousand Dollars (\$20,000), for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing requests for exclusion, receipt and distribution of written objections, distributing Settlement Shares and tax forms, distributing PAGA payments, and handling inquiries and uncashed checks.
- Class Counsel Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$833,333) and an additional amount to reimburse Class Counsel for the actual litigation costs incurred by Plaintiffs in pursuit of the Action in an amount not to exceed Twenty Thousand Dollars (\$20,000). Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without receiving any payment for their services) and has paid all litigation costs and expenses on behalf of Plaintiffs and Class Members. These are the maximum amounts Class Counsel will be requesting, subject to the Court’s final approval.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000) each to Plaintiffs for a combined

total of Twenty Thousand Dollars (\$20,000), or such lesser amount as may be approved by the Court, to compensate them for services on behalf of Class Members in initiating and prosecuting the Action, and for the risks they undertook. Plaintiffs will request a maximum of Ten Thousand Dollars each for their services, but the amount they ultimately receive is subject to the Court's final approval.

- PAGA Payment. A payment of Fifty Thousand Dollars (\$50,000) relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") as required by law. The remaining \$12,500 will be distributed proportionally to the Aggrieved Employees based on the amount of pay periods each worked during the period of from April 5, 2020 through June 18, 2022 ("PAGA Period") "Aggrieved Employees" are all individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees at any time during the PAGA Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 ("Avelar Action"); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 ("Rost Action") to the extent that such individuals were aggrieved employees in the Avelar Action or Rost Action. The PAGA Payment will be allocated to all Aggrieved Employees regardless of whether they are a Participating Class Member.

Calculation of Payments to Participating Class Members. After all Court approved payments are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (i) First, the Net Settlement Amount shall be divided by the total number of weeks worked for Lehigh Hanson Services, LLC included in the dates of employment to determine a dollar amount per week ("Weekly Rate"); (ii) then the number of weeks worked by each Participating Class Member for Lehigh Hanson Services, LLC and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to provide your correct address to ensure you receive your payment.

Tax Matters. One-Third of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Thirds of each Participating Class Member's Settlement Share is in settlement of claims for expense reimbursement, interest, and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. One hundred percent (100%) of the PAGA Payment is in

settlement of claims for penalties and will not be subject to wage withholdings, and shall be reported on IRS Form 1099. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What rights are released under the Settlement?

Released Class Claims. Upon the Effective Date and the full funding of the Gross Settlement Amount, Defendants and the Released Parties shall receive a release from the Participating Class of all class claims pled or that could have been pled based on the factual allegations contained in the operative complaint and arising during the Class Period, which includes claims for unfair competition, failure to pay minimum wages (including, but not limited to, any underpayment resulting from an allegedly improper calculation of wages or the regular rate of pay), failure to pay overtime wages (including, but not limited to, any underpayment resulting from an allegedly improper calculation of the regular rate of pay), failure to provide meal periods or meal period premiums, failure to provide rest breaks or rest break premiums, failure to provide accurate wage statements, failure to reimburse for expenses, and failure to pay all wages when due), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims").

Participating in the Settlement means that you cannot sue, continue to sue, or be part of any other lawsuit against Milestone or any other Released Party related to the Released Class Claims resolved by this Settlement. It also means that all the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and the full funding of the Gross Settlement Amount, Defendants and the Released Parties shall receive a release from the State of California of all PAGA claims pled or that could have been pled based on the factual allegations contained in the operative complaint and PAGA letters sent to LWDA by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees, which includes PAGA claims for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802) ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period, except as otherwise set forth herein.

5. How much will my payment be?

The estimate "Weekly Rate" is <<____>>. Defendants' records reflect that you worked <<____>> weeks for Lehigh Hanson Services, LLC in California as a hourly-paid or non-exempt employee during the Class Period.

Based on this information, your estimated Settlement Share is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

6. How can I get a payment?

If you do nothing, you will receive a portion of the Settlement. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator 15 days after the Effective Date of the settlement. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself (opt-out) from the Settlement. **If you opt-out, you will not receive a Settlement Share and you will not be bound by the release of the Released Class Claims above.** However, Aggrieved Employees will still receive a portion of the PAGA Payment and will be subject to the release of the PAGA Released Claims regardless of whether they opt-out of the Class Settlement.

To opt-out, you must mail a written, signed and dated "Election Not to Participate in Settlement" (the "Opt-Out") to the Settlement Administrator, by First Class Mail, postmarked no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The Opt-Out must be timely sent to the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in the *Leon v. Calaveras Materials* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the class settlement in this Action." The Opt-Out should state the Class Member's full name, address and telephone number as well as the name and number of the case (*Leon v. Calaveras Materials*, Superior Court of the State of California, County of Kings, Case No. 21C-0105). The Opt-Out must be signed by you. No other person may Opt-Out for a living member of the Class.

The address for the Settlement Administrator is _____. Opt-Outs that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not Opted-Out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing and/or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and describe why the objector believes the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case (*Leon v. Calaveras Materials*, Superior Court of the State of California, County of Kings, Case No. 21C-0105).

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Class Members may also appear at the Final Approval Hearing on _____ at _____ to make an oral objection with or without submitting a written objection. The hearing will be both in person and remote through Courtcall at <https://courtcall.com/>. If you need assistance with CourtCall, you may contact Class Counsel. Please check the Court's website for current information concerning appearances and how to attend Court proceedings: <https://www.kings.courts.ca.gov/general-information/covid-19-general-orders-and-press-releases>.

Those who Opt-Out cannot submit an objection. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendants:

Ethan Chernin
Cozen O'Connor
101 Montgomery Street, Suite 1400
San Francisco, CA 94104

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Kings County Superior Court, located at 1640 Kings County Drive, Hanford, CA 93230, in Department ____ before Judge _____. At this hearing the Court will again consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement on the terms proposed by the parties and to determine the final amounts to be paid to Class Counsel for their attorneys' fees and costs; service payments to Plaintiffs; and settlement administration costs. If there are objections, the Court will consider them at the hearing.

This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by

contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person or through Courtcall. In addition, hearing dates are posted on the internet via the Case Index Search page for the California Superior Court for the County of Kings (<https://cakingsportal.tylerhost.net/CAKINGSPROD/>) and entering the Case No. 21C-0105.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Leon v. Calaveras Materials* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Leon v. Calaveras Materials*. You may also get more details by examining the Court's file on the internet via the Case Index Search webpage for the California Superior Court for the County of Kings and entering the Case No. 21C-0105. If you wish to view the Court files in person, you go to the Clerk's Office at 1640 Kings County Drive, Hanford, CA 93230.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS

ADRIAN LEON and RICHARD
RODRIGUEZ, JR., on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

CALAVERAS MATERIALS, INC., a
California Corporation; LEHIGH HANSON
SERVICES LLC, a Limited Liability
Company; SOUTH VALLEY MATERIALS,
INC., a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **21C-0105**

[Consolidated with Case No. 21C-0167]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Action Filed: April 5, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable _____ of the Superior Court of
2 the State of California, in and for the County San Francisco, on _____[DATE], for the
3 motion by Plaintiffs Adrian Leon and Richard Rodriguez, Jr. (“Plaintiffs”) for preliminary
4 approval of the class settlement with Defendants Calaveras Materials, Inc.; Lehigh Hanson
5 Services LLC; South Valley Materials, Inc. (“Defendants”). The Court, having considered the
6 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
7 hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action Settlement Agreement
10 (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
11 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the
12 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
13 final approval, pursuant to the provisions of section 382 of the California Code of Civil Procedure
14 and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is Two Million Five Hundred Thousand Dollars
18 (\$2,500,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
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adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty Thousand Dollars (\$20,000), and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees during the Class Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 ("Avelar Action"); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 ("Rost Action")." The Class Period is from April 5, 2017 through June 18, 2022.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a

1 class action is superior to other available methods for the efficient resolution of this controversy;
2 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
3 adequate representatives of the Class.

4 7. The Court provisionally appoints Plaintiffs Adrian Leon and Richard Rodriguez, Jr.
5 as the representatives of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle
6 R. Nordrehaug, Aparajit Bhowmik, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik
7 De Blouw LLP as Class Counsel for the Class.

8 8. The Court hereby approves, as to form and content, the Notice of Proposed
9 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”), as
10 revised and submitted as Exhibit A to the Agreement. The Court finds that the Class Notice
11 appears to fully and accurately inform the Class of all material elements of the proposed
12 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
13 out request, and of each Class Member’s right and opportunity to object to the Settlement. The
14 Court further finds that the distribution of the Class Notice substantially in the manner and form
15 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
16 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
17 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
18 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
19 address, the Settlement Administrator will promptly search for a more current address for the
20 Class Member and re-mail the Class Notice Packet to the Class Member no later than seven (7)
21 business days after the receipt of the undelivered Class Notice.

22 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
23 than fourteen (14) calendar days after issuance of this Order, Defendants shall provide to the
24 Settlement Administrator an electronic spreadsheet with the Class Data. This information will
25 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
26 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendants’
27 express written authorization or by order of the Court. The Settlement Administrator will perform
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1 address updates and verifications as necessary prior to the mailing of the Class Notice. Using best
2 efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after
3 receiving the Class Data, the Settlement Administrator will mail the Class Notice to all Class
4 Members via first-class U.S. Mail.

5 10. The Court hereby preliminarily approves the proposed procedure for exclusion
6 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
7 from the Class as provided in the Class Notice by following the instructions set forth in the Class
8 Notice. All requests for exclusion must be postmarked by no later than forty-five (45) calendar
9 days after the date of the mailing of the Class Notice. If the Class Notice Packet is re-mailed, this
10 deadline will be extended an additional fifteen (15) calendar days. Any such person who chooses
11 to opt-out of and be excluded from the Class will not be entitled to any recovery under the
12 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
13 thereon. Aggrieved Employees shall be sent their share of the PAGA Payment and will be subject
14 to the release of the PAGA Released Claims regardless of whether they opt-out of the Class.
15 Class Members who have not requested exclusion shall be bound by all determinations of the
16 Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual
17 submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other
18 individual or individuals (including a group, class, or subclass of individuals) is not permitted and
19 will be deemed invalid.

20 11. Any Class Member who has not opted-out may appear at the Final Approval
21 Hearing and may object or express the Member's views regarding the Settlement, and may present
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
23 and determined by the Court as provided in the Class Notice. Class Members will have until the
24 deadline set forth in the Class Notice to submit their written objections to the Settlement
25 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
26 mailed, the deadline will be extended an additional fifteen (15) calendar days. Class Members
27 may also appear at the Final Approval Hearing to make an oral objection.

1 12. A Final Approval Hearing shall be held before this Court on _____
2 _____ at _____ in Department ____ of the Kings County Superior Court to
3 determine all necessary matters concerning the Settlement, including: whether the proposed
4 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
5 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
6 Order and Judgment should be entered herein; whether the plan of allocation contained in the
7 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
8 finally approve attorneys' fees and costs, the service awards, and the expenses of the Settlement
9 Administrator. The motion for final approval and the motion for attorneys' fees, costs and service
10 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
11 before the hearing and both motions shall be heard at the Final Approval Hearing.

12 13. Neither the Settlement nor any exhibit, document, or instrument delivered
13 thereunder shall be construed as a concession or admission by Defendants in any way that the
14 claims asserted have any merit or that this Action was properly brought as a class or representative
15 action, and shall not be used as evidence of, or used against Defendants as, an admission or
16 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
17 omission by Defendants or with respect to the truth of any allegation asserted by any person.
18 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
19 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
20 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
21 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but
22 not limited to, evidence of a presumption, concession, indication or admission by Defendants of
23 any liability, fault, wrongdoing, omission, concession or damage.

24 14. In the event the Settlement does not become effective in accordance with the terms
25 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
26 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
27 and the Parties shall revert to their respective positions as of before entering into the Agreement,
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PRELIMINARY APPROVAL ORDER

1 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
2 including all available defenses and affirmative defenses, and arguments that any claim in the
3 Action could not be certified as a class action and/or managed as a representative action. In such
4 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
5 referred to in litigation for any purpose. Nothing in this Paragraph 14 is intended to alter the terms
6 of the Agreement with respect to the effect of the Agreement if the Settlement it is not approved.

7 15. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
9 retains jurisdiction to consider all further applications arising out of or connected with the
10 proposed Settlement.

11 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
12 further orders of the Court at the Final Approval Hearing.

13 **IT IS SO ORDERED.**

14
15 Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS

ADRIAN LEON and RICHARD
RODRIGUEZ, JR., on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

CALAVERAS MATERIALS, INC., a
California Corporation; LEHIGH HANSON
SERVICES LLC, a Limited Liability
Company; SOUTH VALLEY MATERIALS,
INC., a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 21C-0105

[Consolidated with Case No. 21C-0167]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon.
Dept.:

Action Filed: April 5, 2021
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Adrian Leon and Richard Rodriguez, Jr. (“Plaintiffs”) for an order
2 finally approving the Class Action Settlement Agreement (“Agreement”) with Defendants
3 Calaveras Materials, Inc.; Lehigh Hanson Services LLC; South Valley Materials, Inc.
4 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Settlement
5 Administrator duly came on for hearing on _____ before the Honorable
6 _____.

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8 **I.**
9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County Kings, and over all Parties to this litigation, including
15 the Class.
- 16 3. Based on a review of the papers submitted by Plaintiffs and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of Two Million Five Hundred
18 Thousand Dollars (\$2,500,000) and the terms set forth in the Agreement are fair, reasonable, and
19 adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On _____, the Court granted preliminary approval of the Settlement. At
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1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
5 by first class mail to members of the Class at their last known addresses on or about
6 _____. Mailing of the Class Notice to their last known addresses was the best notice
7 option under the circumstances and was reasonably calculated to communicate actual notice of the
8 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
9 fully and accurately informed the Class Members of all material elements of the proposed
10 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
11 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
12 laws of the State of California, the United States Constitution, due process and other applicable
13 law. The Class Notice fairly and adequately described the Settlement and provided Class
14 Members adequate instructions and a variety of means to obtain additional information.

15 7. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was _____. There was an adequate interval between notice and the deadline
17 to permit Class Members to choose what to do and act on their decision. A full opportunity has
18 been afforded to the Class Members to participate in this hearing, and all Class Members and other
19 persons wishing to be heard have been heard. Class Members also have had a full and fair
20 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Hon. Carl J. West (Ret.), a respected jurist and
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1 experienced mediator of wage and hour representative and class actions. There has been no
2 collusion between the Parties in reaching the proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
23 by Class Counsel's lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ each to the Plaintiffs is reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
2 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Settlement Administration Expenses**

5 13. The Settlement Administrator shall calculate and administer the payment to be
6 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
8 Payment, generate and issue any required tax reporting forms, calculate withholdings and perform
9 the other remaining duties set forth in the Agreement. The Settlement Administrator has
10 documented \$ _____ in fees and expenses, and this amount is reasonable in light of the work
11 performed by the Settlement Administrator.

12 **PAGA Payment**

13 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
14 Amount of \$50,000, which shall be allocated \$37,500 to the LWDA as the LWDA's 75% share of
15 the settlement of civil penalties paid pursuant to the PAGA and \$12,500 to be distributed to the
16 Aggrieved Employees based on their respective pay periods worked during the PAGA Period,
17 which is April 5, 2020 through June 18, 2022. The Aggrieved Employees are all individuals who
18 are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who
19 were classified as hourly-paid or non-exempt employees at any time during the PAGA Period, and
20 excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates,*
21 *LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 ("Avelar
22 Action"); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of
23 San Luis Obispo, Case No. 20CV-0225 ("Rost Action") to the extent that such individuals were
24 aggrieved employees in the Avelar Action or Rost Action. The Court finds this PAGA Payment to
25 be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will
26 be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt
27 out of the Settlement and Class.

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II.
ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

All individuals who are or previously were employed by Defendant Lehigh Hanson Services, LLC in California who were classified as hourly-paid or non-exempt employees during the Class Period, and excluding any members of the settlement classes in the cases of *Avelar v. Hanson Aggregates, LLC*, Superior Court of California, County of Los Angeles, Case No. 19STCV32068 (“Avelar Action”); and *Rost v. Lehigh Hanson, Inc.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 20CV-0225 (“Rost Action”).

The Class Period is from April 5, 2017 through June 18, 2022.

2. All persons who meet the foregoing definition are members of the Class or Class Members, except for those individuals who submitted a valid request for exclusion (“opt out”) from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and costs in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

5. The payment of the Class Representative Service Payments in the amount of \$_____ each to the Plaintiffs is approved.

6. The payment of \$_____ to the Settlement Administrator for their fees and expenses is approved.

7. The PAGA Payment of \$50,000 is approved and shall be allocated in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendants, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any

FINAL APPROVAL ORDER AND JUDGMENT

1 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
2 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
3 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
4 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
5 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
6 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
7 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
8 these restrictions, Defendants may file in the Action or in any other proceeding this Final
9 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
10 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
12 Claims and/or the Released PAGA Claims.

13 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
15 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
16 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
17 to individual Class Members.

18 10. If the Agreement does not become final and effective in accordance with the terms
19 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
20 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
21 revert to their respective positions as of before entering into the Agreement, and expressly reserve
22 their respective rights regarding the prosecution and defense of this Action, including all available
23 defenses and affirmative defenses, and arguments that any claim in the Action could not be
24 certified as a class action and/or managed as a representative action.

25
26 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiffs, and all members of the Class, shall take nothing in the Action.

3 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
4 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
5 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
6 arising from or in connection with the distribution of settlement benefits.

7 3. The Parties are authorized, without further approval from the Court, to agree to and
8 to adopt such amendments, modifications and expansions of the Agreement and all exhibits
9 attached thereto which are consistent with this Final Approval Order and Judgment and as
10 approved by the Court.

11 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
12 provided in the Agreement and in this Final Approval Order and Judgment.

13 5. As of the Effective Date and the full funding of the Gross Settlement Amount, each
14 Class Member who has not validly opted out has released the "Released Class Claims" against the
15 Defendants and the Released Parties as set forth in the Agreement. "Released Class Claims"
16 means all class claims pled or that could have been pled based on the factual allegations contained
17 in the operative complaint and arising during the Class Period, which includes claims for unfair
18 competition, failure to pay minimum wages (including, but not limited to, any underpayment
19 resulting from an allegedly improper calculation of wages or the regular rate of pay), failure to pay
20 overtime wages (including, but not limited to, any underpayment resulting from an allegedly
21 improper calculation of the regular rate of pay), failure to provide meal periods or meal period
22 premiums, failure to provide rest breaks or rest break premiums, failure to provide accurate wage
23 statements, failure to reimburse for expenses, and failure to pay all wages when due), and
24 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
25 unemployment insurance, disability, social security, workers' compensation, and class claims
26 outside of the Class Period.

1 6. As of the Effective Date and the full funding of the Gross Settlement Amount,
2 Defendants and the Released Parties shall receive a release from the State of California of all
3 PAGA claims pled or that could have been pled based on the factual allegations contained in the
4 operative complaint and PAGA letters sent to LWDA by Plaintiffs that occurred during the PAGA
5 Period as to the Aggrieved Employees, which includes PAGA claims for violations of Labor Code
6 §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1,
7 1198, and 2802) (“Released PAGA Claims”). The Released PAGA Claims are released against all
8 Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA
9 Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved
10 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
11 from the Class. The Released PAGA Claims expressly excludes all other claims, including claims
12 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
13 workers’ compensation, and PAGA claims outside of the PAGA Period, except as otherwise set
14 forth herein

15 7. As of the Effective Date, Plaintiffs generally, release and discharge Defendants and
16 the Released Parties from all of the Plaintiffs’ Released Claims as set forth fully in the Agreement.

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

18
19 Dated: _____

20 _____
21 HON.
22 JUDGE, SUPERIOR COURT OF CALIFORNIA
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Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90,411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquet, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment Sua Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Calaveras

Requesting Attorneys Name: Kyle Nordrehaug
 E-Mail: kyle@bamlawca.com
 ILYM Contact: Sean Hartranft
 E-Mail: Sean@ilymgroupclassaction.com
 Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	1,100
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00
*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.				
Subtotal				\$1,300.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	6	\$420.00
NCOA	Flat Rate	\$178.50	1	\$178.50
Toll Free Customer Service Representative	Flat Fee	\$300.00	1	\$300.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$3,388.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING

Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	1,100	\$1,650.00
USPS First Class Postage	Per Piece	\$0.55	1,100	\$605.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	220	\$440.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$2,995.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	7	\$1,050.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	7	\$875.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	1,100	\$1,650.00
USPS First Class Postage	Per Piece	\$0.55	1,100	\$605.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	110	\$220.00
Reminder Postcard, Includes Postage	Per Piece	\$0.90	385	\$346.50
Reminder Notice via Email and Social Media	Flat Fee	\$200.00	1	\$200.00
Preparation of Taxes	Hourly	\$120.00	15	\$1,800.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$8,246.50

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	6	\$600.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Process Unclaimed Funds to State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$2,570.00

TOTAL CASE ESTIMATE: \$18,500.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.