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individually, and on behalf of all other similarly situated employees

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVL COMPLEX CENTER

FILIBERTO RUIZ, as an individual, and on
behalf of other similarly situated employees,

Plaintiff,

vs.

MUSTANG EXTREME
ENVIRONMENTAL SERVICES, LLC, a
California corporation, and DOES 1-50,
inclusive, Defendant.

) Case No.: 30-2021-01207211-CU-OE-CXC

) Assigned for all purposes to:
) Hon. Randall J. Sherman
) Dept. CX-105

) **DECLARATION OF ARMOND M.
) JACKSON IN SUPPORT OF PLAINTIFF
) FILBERTO RUIZ'S MOTION FOR
) FINAL APPROVAL OF CLASS ACTION
) SETTLEMENT**

) Date: March 7, 2025
) Time: 10:00 a.m.
) Place: Department CX-105

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson APC, attorney of record for Plaintiff Filiberto Ruiz (referred to herein as
3 “Plaintiff”). I have personal knowledge of everything stated below and could and would
4 competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiff’s motion for final approval of class action
6 settlement. A true and correct copy of the fully executed Stipulation for Class Action Settlement
7 is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Filiberto Ruiz (“Mr. Ruiz”) and determined he was a
9 suitable plaintiff based upon his experience of being subjected to Defendant’s purported Labor
10 Code violations and his concern to hold the Defendant accountable for any alleged liability for
11 such violations. By initiating this lawsuit against a former employer, Mr. Ruiz has subjected
12 himself to reputational risk. Throughout the course of this litigation, Mr. Ruiz assisted this office
13 in preparing the complaint. Mr. Ruiz also made himself available on an “on call” basis to answer
14 any questions regarding the case and approve any settlement. Mr. Ruiz also continuously
15 provided my office with updated information concerning the Defendant’s business operations.

16 4. On June 22, 2021, Filiberto Ruiz filed claims alleging violations regarding: (1) failure to
17 provide overtime wages; (2) failure to provide minimum wages; (3) failure to provide meal
18 breaks; (4) failure to provide rest periods; (5) failure to provide and maintain accurate itemized
19 wage statements and maintain records; (6) failure to pay for necessary business expenses; (7)
20 failure to pay timely wages upon termination; as well as an addition claim for (8) unlawful
21 business practices. On October 29, 2021, Plaintiff amended his Complaint to add a violation of
22 the California Private Attorneys General Act.
23

24 5. During each phase of discovery, Plaintiff’s counsel engaged in detailed case analysis
25 based on the information revealed. Calculations were performed, as well as an analysis of the
26 risks and rewards of continued litigation.
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1 6. In March 2023, Plaintiff served formal discovery on Defendant. The parties continued to
2 engage in discovery and ultimately agreed to exchange informal discovery in preparation for a
3 mediation. After the parties negotiated the scope of informal discovery, the parties agreed to
4 engage mediator Paul Grossman, Esq. Before mediation, it was agreed that Defendant produce a
5 sampling of the payroll records for the class, handbooks, relevant wage and hour policies and
6 pay data for the class. After Defendant produced the requested sampling and documentation, the
7 wage and hour policies and payroll data was reviewed and allowed the party to analyze the
8 purported violations of the Defendant. This information allowed Plaintiff to evaluate the claims
9 in preparation for mediation. The parties engaged in a full day mediation on May 18, 2023 with
10 Paul Grossman, Esq. that ultimately resulted in a settlement through a mediator's proposal.
11 Thereafter, the parties continued to negotiate the terms of the long form settlement agreement
12 and eventually executed a long form settlement agreement. Plaintiff also took into account the
13 uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in
14 such litigation. Plaintiff and Counsel also considered the burdens of proof necessary to establish
15 liability of the claims asserted in the case, both generally and in response to Defendant's
16 defenses, and the difficulties in establishing penalties, and other relief sought in the case,
17 particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of class
18 members and PAGA Members who are current employees, given their likely reluctance to aid in
19 the prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiff and PAGA
20 Counsel determined that the Settlement set forth in the Agreement is fair, adequate, and
21 reasonable and is in the best interests of the class and PAGA Members.
22

23 7. Throughout the litigation, my office performed a thorough investigation into the claims at
24 issue, which included: (1) determining Plaintiff's suitability as a class representative, background
25 investigations, and analyses of his employment files and related records; (2) evaluating all of
26 Plaintiff's potential representative claims; (3) researching similar class claims and PAGA actions
27 as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a
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1 sample of employees' time and wage records; (5) reviewing Defendant's employment policies
2 and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and
3 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and
4 (9) participating in the mediation.

5 8. By engaging in an investigation and evaluation of Plaintiff's claims, I can opine that the
6 Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair,
7 reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and
8 circumstances, including the risk of significant delay and uncertainty associated with litigation,
9 and various defenses asserted by Defendant. Based upon review of the payroll documents,
10 below is the analysis of the alleged Labor Code violations segmented by way of factual
11 predicates to support Labor Code violations.

12 9. Based on the information and evidence provided by Defendant in discovery, the analysis
13 of the payroll data, and my own independent investigation, I determined an appropriate range of
14 recovery for settlement purposes by offsetting Defendant's maximum theoretical exposure by:
15 (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class
16 certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA
17 trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive
18 motions that Defendant will bring before trial (*e.g.*, motion to strike class and representative
19 allegations, motion to decertify a class action, and/or motions for summary judgment), which
20 may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims;
21 (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find
22 Defendant did not willfully refuse to pay discharged or terminated employees (*i.e.*, a good faith
23 failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not
24 willfully and intentionally refuse to comply (*i.e.*, a good faith failure) with the wage statement
25 requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its
26 discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in
27 payment to class members due to years of protracted litigation in certifying a class, obtaining a
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favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at \$311,907.35 (50% probability on loss on the merits of a \$623,814.70 reasonable exposure analysis).

10. The evaluation determined there to be approximately 2,010 workweeks. Based upon the evaluation, the following is a table of potential damages:

Claim	Highest Theoretical Damage Exposure	Reasonable Range of Damages and Penalties	
Failure to Pay Off-the-Clock	\$119,504 (damages and interest) and \$487,400 (civil penalties) for a total of \$606,904	\$0	\$59,752 (damages) and \$303,452 (civil penalties) for a total of \$151,726 (75% discount)
Failure to Provide Rest Breaks	\$47,801.60 (damages and interest) \$247,700 (civil penalties) for a total of \$291,501.60	\$0	\$11,950.40 (damages) and \$61,925 (civil penalties) for a total of

			\$73,875.40 (75% discount)
			\$23,900.80 (damages) and \$123,850 (civil penalties) for a total of \$147,750.80 (50% discount)
Failure to Provide Meal Breaks	\$47,801.60 (damages and interest) \$247,700 (civil penalties) for a total of \$291,501.60	\$0	
Failure to Provide Accurate Wage Statements	\$121,850 (penalties)	\$0	\$60,925 (50% discount)
Waiting Time Penalties	\$245,700 (penalties) and \$6,500 (civil penalties) for a total of \$252,200	\$0	\$126,100 (50% discount)
2802 Damages	\$10,050 (damages) and \$247,700 (civil penalties) for a total of \$257,750	\$0	\$2,512.50 (damages) and \$60,925 (civil penalties) (75% discount) totaling \$63,437.50

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF PLAINTIFF ERAZO'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Total Damages and Civil Penalties (excluding attorneys' fees):	\$1,821,707.20	\$0	\$623,814.70 (Risk Analysis Discount Assessment)

Meal and Rest Periods

11. Plaintiff alleges that Defendant understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff alleges employees were not authorized to take rest periods due to understaffing.

12. Although Defendant's time records may create a rebuttable presumption that it did not provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue v. AMN Services, LLC*, 11 Cal. 5th 58 (2021), the claims are likely overwhelmed by individual inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential value of the claims.

13. Furthermore, in opposition to any motion for class certification, it is anticipated that Defendant will present declarations from dozens of employees attesting to Defendant's lawful meal and rest period policies and practices, and how employees personally chose to skip, delay or shorten breaks on their own without any influence from Defendant.

14. Therefore, based on the foregoing and the "Discounted Factors" described above, these claims should be discounted. After taking into account the foregoing considerations and the Discount Factors, I have assessed the combined value of the meal and rest period claims, inclusive of civil penalties, at between \$0 and \$221,626.20 reasonable range of liability * 50% probability of prevailing on claims) equating to \$110,813.10.

1 **Minimum Wage and Overtime Claim**

2 15. The theory regarding Plaintiff's minimum wage and overtime claims was based upon
3 pre-shift and post-shift off-the-clock work activities. Based upon our analysis, there were a total
4 of approximately 2,134 minimum wage unpaid hours and 2,134 overtime wage unpaid hours.
5 The minimum wage average rate applied was \$14.00 and the overtime average rate applied was
6 \$21.00 resulting in an amount of \$119,504 with interest and \$487,400 in PAGA penalties
7 equating to a total amount of \$606,904.

8 16. In this case, damages may be difficult to prove-up given the lack of documentation to
9 show off-the-clock work despite any written policy for purposes of commonality and superiority
10 (i.e. a manageable trial plan), as well as to demonstrate at trial for purposes of finding class-wide
11 liability and damages. As with the preceding claims, we discounted the value of the minimum
12 and overtime wage claims to account for the risks of continued litigation and Defendant's
13 affirmative defenses.

14 17. For example, Defendant will simply argue that Plaintiff will not be able to present any
15 evidence that the policy was actually implemented for all class members to work off-the-clock.

16 18. However, based on certain Discount Factors (*i.e.*, lack of common evidence such as time
17 records or confirmation of hours worked/trained), the lack of documentary evidence, and
18 Defendant's ability to garner numerous declarations in support of its defense to this claim creates
19 uncertainty. I estimate that a more realistic high end of exposure discounts the top end by at
20 75% of the highest theoretical amount, leaving a more realistic range of recovery at \$151,726. In
21 addition to the liability discounts, a further discount of 50% to account for risk of loss of the
22 entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately
23 providing to a realistic range of recovery for meal break claim and rest break claim combined in
24 the amount of \$75,863.

25 **Wage Statement Claim**

26 19. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage
27 statements as a result of failing to record all hours worked for off-the-clock work. Plaintiff also
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1 alleges as a derivative claim of the foregoing allegations for failure to provide wages, breaks and
2 pay for all hours worked. Plaintiff also alleges Labor Code section 226 damages. Plaintiff
3 alleges that Defendant failed to provide Plaintiff with timely and accurate wage statements as a
4 derivative claim of the foregoing allegations for failure to provide wages, breaks and pay for all
5 hours worked.

6 20. Defendant provided wage statements with the itemized information, as required under
7 Cal. Lab. Code section 226, to its workers, including Plaintiff, on a semi-monthly basis. To the
8 extent this claim is derivative of the claims set forth above - that Plaintiff's wage statements were
9 not accurate because Plaintiff was not paid an additional hour of pay when he was not provided
10 meal and rest periods, not paid for all hours worked, and not properly compensated for all
11 overtime premium pay - the claim bears the same risk for failure as the factual reasons discussed
12 above.

13 21. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for
14 excess hours worked in one pay period onto the next pay period.

15 22. Furthermore, to award statutory penalties under section 226(e), Defendant will argue that
16 Plaintiff would have had to show that Defendant knowingly and intentionally issued wage
17 statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code
18 § 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-43 (2011); see also *Elliot v.*
19 *Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180-81 (2008).]

20 23. Assuming all wages statements dating back one year prior to the filing of the complaint
21 are inaccurate, then the Defendant is liable for no more than approximately \$121,850. Therefore,
22 in light of these considerations and the Discount Factors, Plaintiff assessed the settlement value
23 of the wage statement claim at \$60,925. Additionally, a further discount of 50% was applied to
24 account for risk of loss of the entire claim at trial or trial reduction based upon discretionary
25 grounds under PAGA ultimately providing to a realistic range of recovery for meal break claim
26 and rest break claim combined in the amount of \$30,462.50.

1 **Waiting Time Penalties**

2 24. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided
3 when meal or rest breaks were not provided, and that workers were not paid all overtime and/or
4 premium wages. On the assumption that all 65 formerly employed workers are owed some
5 unpaid wages, then the highest theoretical amount for potential waiting time penalties is
6 calculated as follows: 65 former employees with an average penalty per employee in the amount
7 of \$3,780 equating to \$252,200 in penalties. However, for the reasons discussed above, it will be
8 difficult for Plaintiff to present substantial common evidence that he and the putative class
9 members were not paid all wages due at the time of termination as to all formerly employed
10 workers given that all formerly employees were subjected to a Labor Code violation. Given the
11 uncertainty of proving all violations, Plaintiff assessed the settlement value of the wage time
12 penalty claim at \$126,100. Additionally, a further discount of 50% was applied to account for
13 risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under
14 PAGA ultimately providing to a realistic range of recovery in the amount of \$63,050.

15 **2802 Business Reimbursement Claims**

16 25. Plaintiff alleged himself, aggrieved employees and class members were subjected to
17 California Labor Code section 2802 violations for failure to reimburse class members and
18 aggrieved employees. It was estimated that 2802 damages amounted to \$257,750 for potential
19 2802 Labor Code violations. Given the risk of litigation, Plaintiff assessed the settlement value
20 of the 2802 Labor Code claims at \$63,437.50 applying a 75% discount for undocumented claims.
21 Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim
22 at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a
23 realistic range of recovery for meal break claim and rest break claim combined in the amount of
24 \$31,718.75.

1 **Private Attorney General Act Claims Evaluation**

2 **Total PAGA Exposure:**

3 26. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
4 penalties “based on the facts and circumstances of a particular case” when “to do otherwise
5 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab.
6 Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether
7 the employees suffered actual injury from the violations, whether the defendant was aware of the
8 violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*,
9 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see*
10 *also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,
11 No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For
12 example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties
13 in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or**
14 **0.21% of the maximum**—and stated that this reduction was warranted because imposing the
15 maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’ “good faith
16 attempts” to comply with meal period obligations and because the court found the violations
17 were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower
18 court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*,
19 the court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum
20 penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore*
21 *Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under
22 specified PAGA claim where the employer produced evidence that it took its obligations
23 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App.
24 May 12, 2011) (reversing trial court decision denying any civil penalties where violations had
25 been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny,
26 civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL
27 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California
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1 Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor
2 Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013
3 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations
4 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

5 27. Here, the total realistic PAGA penalties incorporating discounts is estimated at \$276,701
6 in civil penalties that are already included in the exposure analysis. Considering the issues, class
7 claims, defenses, and the risks of reduction, a \$20,000 settlement for a release of PAGA
8 penalties while Defendant pays more than \$180,000 in total value—is a fair and just result and
9 furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class
10 action settlements, courts have approved settlements where no allocation was made to PAGA
11 claims. (*see, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did
12 not abuse its discretion in approving a settlement which does not allocate any damages to the
13 PAGA claims.”)).

14 **Unlawful Business Practices Claims**

15 28. Plaintiff alleged himself, aggrieved employees and class members were subjected to
16 unlawful business practices for the alleged labor code violations of Defendant. (*See* Cal. Bus.
17 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to
18 extend any statute of limitations claims for the wage and hour claims. The value of this claim is
19 incorporated into the value of the wage and hour claims.

20 29. On May 18, 2023, the Parties participated in a full-day mediation with Paul Grossman,
21 Esq. who is a premier wage and hour class action mediator. After several rounds of negotiations,
22 the parties were not able to resolve this case into the afternoon. As a result of the impasse, Paul
23 Grossman, Esq. configured a mediator’s proposal that was ultimately accepted by all parties.
24 Plaintiff made himself available for the entire duration of the mediation providing necessary
25 information in order to engage in effective negotiations.

26 30. I have been a California licensed attorney since November 2011. I began my career in
27 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
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1 Resolution Corporation (“PLDRC”) handling employment-related litigation matters. While
2 clerking for PLDRC, I analyzed and organized discovery documents and researched employment
3 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
4 worked as an associate attorney at Pedersen McQueen between March 2013 through January
5 2017, almost exclusively engaging in employment matters representing employees. I have
6 litigated several wage and hour cases to trial and am currently litigating or have litigated cases
7 valued in the six and seven figure dollar range, including representative actions. I had primary
8 responsibility for approximately 20 litigation matters on average throughout my employment at
9 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
10 sometimes Federal court. As an associate, my responsibilities included carrying primary case
11 responsibility which includes tasks like taking depositions, conducting damages analysis,
12 analyzing discovery documents, conducting client intake, developing discovery and litigation
13 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
14 preparation and trial work, as well as other responsibilities that commonly coincide with
15 managing cases from start to finish. I have been a member of local bar associations, including
16 the Orange County Bar Association, as well as the State Bar of California and American Bar
17 Association and served in a number of leadership roles at all levels. Most notably, I served as a
18 Committee Member of the Orange County Bar Association Young Lawyers’ Education
19 Committee and Social Committee.
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21 31. In January 2017, I officially started my own practice, Jackson APC. Throughout my
22 career, I have currently litigated approximately 100 Private Attorneys General Act cases and/or
23 class action cases to resolution by way of settlement or trial. Over the course of my career, I
24 have litigated above 150 employment cases, including wage and hour representative actions to
25 resolution by way of settlement, default or trial. Based upon my experience, I believe the benefit
26 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests
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1 of the Class Members because (1) of the monetary benefits to the Class Members and (2)
2 avoiding the risk, delay, and uncertainty of continued litigation.

3 32. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorneys
4 General Act notice sent to Defendant on March 15, 2021.

5 33. On February 15, 2024, my office submitted a true and correct copy of the operative fully
6 executed Stipulation for Class Action Settlement for this matter to the California Labor and
7 Workforce Development Agency and the moving papers filed concurrently herewith as stated on
8 the proof of service.

9 34. To date, the California Labor and Workforce Development Agency has not responded.

10 35. Jackson APC advanced 100% of all costs for this matter.

11 36. Below is a list of prior wage and hour representative actions on which I have served as
12 lead or co-counsel.

13 1. *Kim v. FNS, InL.*, Los Angeles Superior Court, Case No. BC 578015

14 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
15 Case No. 37-2017-00003415-CU-OE-CTL

16 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
17 WT-CLT

18 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,
19 Case No. 30-2017-00899277-CU-OE-CXC

20 5. *Sanchez, et al v. Pueblo Restaurant, InL. dba Casa Torres*, Los Angeles Superior
21 Court, Case No. BC697241

22 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
23 Case No. CIVDS1610431

24 7. *Mendoza v. McNeal, Duckworth and McNeal, InL.*, Orange County Superior Court,
25 Case No. 30-2017-00899290-CU-OE-CXC

- 1 8. *Ortiz v. Bayside Insurance Associates, InI. et al*, Orange County Superior Court, Case
2 No. 30-2016-00895669-CU-OE-CXC
- 3 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
4 BC609306
- 5 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
6 Superior Court, Case No. BC691018
- 7 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
8 Case No. BC715217
- 9 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
10 30-2016-00854699-CU-OE-CXC
- 11 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
12 Case No. 30-2018-00989673-CU-OE-CXC
- 13 14. *Mr. Ruiz v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
14 No. 30-2016-00840385-CU-OE-CJC
- 15 15. *Radilla v. States Logistics Services, InI.*, Orange County Superior Court,
16 Case No. 30-2018-00978231-CU-WT-CJC
- 17 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
18 Case No. 30-2017-00900653-CU-OE-CJC
- 19 17. *January v. Discovery Management InI. et al*, Los Angeles Superior Court,
20 Case No. BC635918
- 21 18. *Angel Hernandez v. Merchants Landscape Services, InI. et al.*, Los Angeles Superior
22 Court, Case No. BC674131
- 23 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
24 Case No. 30-2016-00840321-CU-OE-CJC
- 25 20. *Munoz v. Batten Down, InI. et al*, Los Angeles County Superior Court, Case No.
26 BC617880
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- 1 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
2 No. 30-2016-00840386-CU-OE-CJC
- 3 22. *Darmawati v. Westview Services Inl.*, Orange County Superior Court, Case No. 30-
4 2015-00795449-CU-OE-CJC
- 5 23. *Escobar v. Westcoast Textiles, Inl. et al*, Orange County Superior Court,
6 Case No. 30-2018-00979111-CU-OE-CXC
- 7 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
8 No. 30-2017-00900648-CU-OE-CXC
- 9 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
10 No. 8:19-cv-00564
- 11 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
12 Court, Case No. 30-2017-00926015-CU-OE-CXC
- 13 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
14 Case No. 30-2016-00877489-CU-OE-CXC
- 15 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
16 Case No. 30-2018-00978815-CU-OE-CXC
- 17 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
18 BC653817
- 19 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
20 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 21 31. *Santisteban v. Rod Fraser Enterprises, Inl. et al*, Orange County Superior Court,
22 Case No. 30-2017-00904202-CU-OE-CXC
- 23 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
24 Case No. 30-2018-00966582-CU-WT-CXC
- 25 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 26 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
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Case No. BC710735

35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
Case No. 30-2015-00795457-CU-OE-CJC

36. *Juarez v. Arakelian Enterprises, InI., et al*, Los Angeles Superior Court,
Case No. BC710736

37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
Case No. 30-2018-00981299-CU-OE-CXC

38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
Case No. BC722778

39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
No. 30-2018-00982745-CU-OE-CXC

40. *Magana v. Zara USA, InI., et al*, Orange County Superior Court,
Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, InI. dba Macy's*, Central District of California,
Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
OE-CJC

44. *Goldman v. Encore Energy, InI.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
Case No. BC646999

37. On February 11, 2025, I gave notice to the Labor and Workforce Development Agency of
the proposed settlement. A true and correct copy of the proof of service is attached hereto as
Exhibit B.

38. On February 11, 2025, I extrapolated the cost and time sheet entries for this matter

1 maintained through my firm's Legal Practice Management Software. My firm advanced all
2 itemized cost contained in the attached record and attached hereto as **Exhibit C** is a true and
3 correct copy of the record maintained on my practice management software for cost incurred.
4 Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice
5 management software for time entries regarding this case

6 39. My hourly rate is \$725. The other attorneys and staff whom worked on this matter are
7 comprised of Andrea Fernandez- Jackson whom is a 10-year California licensed attorney with a
8 billable rate of \$515 per hour which should be considered reasonable. Another attorney at my
9 office Anthony Filer Jr. also worked on this matter whom is a 1-year California licensed attorney
10 with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba
11 whom is a paralegal with over five years of legal experience with a billable rate of \$145 which
12 should be considered reasonable. Attached hereto as **Exhibit E** is a true and correct copy of the
13 Laffey Fee Matrix.

14 40. Attached hereto is the invoice from ILYM Group, Inc. as **Exhibit F**.

15
16
17 I declare under the penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct. Executed on this 11th day of February 2025 in Irvine, California.

19
20 /s/ Armond M. Jackson
21 Armond M. Jackson, Declarant
22
23
24
25
26
27
28

EXHIBIT A

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer Jr., SBN 337704
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JACKSON APC
2 Venture Parkway, Suite 240
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Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Filiberto Ruiz

[Additional counsel listed on following page]

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

FILIBERTO RUIZ, as an individual and on behalf
of others similarly situated,

Plaintiff,
vs.

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC, a Texas Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 30-2021-01207211-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Department CX-105

JOINT STIPULATION OF SETTLEMENT

Case filed: June 22, 2021
Trial date: TBD

1 Mark Terman, SBN 116294

2 Mark.terman@faegredrinker.com

3 **FAEGRE DRINKER BIDDLE & REATH LLP**

4 1800 Century Park East, Suite 1500

5 Los Angeles, CA 90067

6 Telephone: (310) 203-4000

7 Facsimile: (310) 229-1285

8 Terran C. Chambers

9 (Admitted *Pro Hac Vice*)

10 Terran.chambers@faegredrinker.com

11 **FAEGRE DRINKER BIDDLE & REATH LLP**

12 2200 Wells Fargo Center, 90 South Seventh Street

13 Minneapolis, Minnesota 55402

14 Telephone: (612) 766-7281

15 Facsimile: (612) 766-1600

16 Attorneys for Defendant Mustang Extreme Environmental Services, LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiff Filiberto Ruiz Diaz aka Filiberto Ruiz
7 (referred to herein as “Plaintiff”) and the Class Members, on the one hand, and Defendant Mustang
8 Extreme Environmental Services, LLC (“Defendant”), on the other hand. Plaintiff and Defendant
9 collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the Gross Settlement Amount (described below) and
12 employer-side withholding taxes on such amounts allocable to wages, pursuant to the terms and
13 conditions of this Agreement and for the consideration set forth herein. This settlement was reached
14 pursuant to a day-long mediation on May 19, 2023 before Paul Grossman and the Parties’ agreement
15 to the mediator’s proposal of settlement.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Filiberto Ruiz individually and on*
21 *behalf of all others similarly situated v. Mustang Extreme Environmental Services, LLC*, a Texas
22 corporation, and DOES 1 through 50, inclusive, Case No. 30-2021-01207211-CU-OE-CXC
23 commenced on June 22, 2021 in the Superior Court of the State of California, County of Orange.
24 "Operative Complaint" means the First Amended Complaint in the Action.

25 b. “Agreement” or “Settlement” means this Joint Stipulation of Settlement, including
26 the attached Exhibit(s).

27 c. “Class” means all current and former non-exempt employees who are or were
28 employed by Defendant in California at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218
ajackson@jacksonapc.com
afernandez@jacksonapc.com
aflier@jacksonapc.com

e. “Class List” means a list to be provided to the Administrator based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means June 22, 2017 through and including the date this Agreement is signed by the Parties.

h. “Court” means the Orange County Superior Court.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after Notice of Entry of the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Mustang Extreme Environmental Services, LLC.

k. “Defense Counsel” means counsel for Defendant, who are:

FAEGRE DRINKER BIDDLE & REATH LLP
Mark Terman
1800 Century Park East, Suite 1500
Los Angeles, CA 90067
Phone: (310) 203-4000
Fax: (310) 229-1285

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Terran C. Chambers
2200 Wells Fargo Center, 90 South Seventh Street
Minneapolis, Minnesota 55402
Phone: (612) 766-7281
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Terran.chambers@faegredrinker.com

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) to be paid by Defendant as provided by this Agreement to settle the Action. The employer’s share of payroll taxes arising from the payments made under this Agreement allocable to wages shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase to the extent allowed pursuant to Section 3.04(e) below. Under no circumstances will Defendant be required to pay more than such Gross Settlement Amount and such payroll taxes. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Enhancement Award” means a monetary amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to be paid to Plaintiff subject to Court approval, in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount as a Class Member and, as applicable, their portion of the PAGA Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

1 r. “LWDA Payment” means 75% of the PAGA Settlement Amount which, subject to
2 Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided
3 below.

4 s. “Motion for Final Approval” means Plaintiffs’ submission of a written motion,
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
7 to enter a Final Order in this Action.

8 t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,
9 including any evidence as may be required for the Court to grant preliminary approval of the
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11 u. “Plaintiff” means Filiberto Ruiz Diaz aka Filiberto Ruiz.

12 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
13 administration costs, Class Counsels’ attorney’s fees and costs, Enhancement Award, and LWDA
14 Payment, pursuant to Section 3.06(a)-(f) below.

15 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
17 to Section 3.04(b) below.

18 x. “Notice Packet” means collectively and in a form substantially similar to, the Notice
19 of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as
20 **Exhibit B**, all subject to Court approval.

21 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
22 codified in California Labor Code §§ 2698 *et seq.*

23 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars and Zero Cents (\$20,000.00),
26 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA
27 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to
28 PAGA Group Members.

1 aa. “PAGA Group Members” means all Class Members employed by Defendant at any
2 time between August 24, 2021 through and including the date this Agreement is signed by the Parties
3 (“PAGA Period”).

4 bb. “PAGA Notice” means Plaintiff’s letter dated filed August 24, 2021 with the
5 California Labor Workforce Development Agency (LWDA”) providing notice pursuant to California
6 Labor Code Section 2699 et. Seq., and establishing case number LWDA-CM-842329-21.

7 cc. “Participating Class Member(s)” is defined as a Class Member who does not timely
8 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
9 Settlement Amount automatically without the need to return a claim form. Each Participating Class
10 Member will be paid his/her Individual Settlement Payment.

11 dd. “Preliminary Approval Date” means the date the Court preliminarily approves the
12 Settlement embodied in this Agreement.

13 ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
14 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
15 Administrator for the benefit of Participating Class Members.

16 ff. “Qualifying Workweeks” means the number of weeks during which a Class Member
17 worked for Defendant as non-exempt employee during the Class Period or PAGA Period as the case
18 may be.

19 gg. “Released Parties” means Defendant and its affiliates, and each of their former and
20 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
21 successors, assigns.

22 hh. “Response Deadline” means the deadline by which Class Members must postmark or
23 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
24 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
25 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
26 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
27 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
28 mailing.

ii. “Settlement Administration Costs” means all reasonable fees for services and costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Plaintiff for his Enhancement Awards, and to the LWDA. Settlement Administration Costs shall be paid from the Gross Settlement Amount.

jj. “Settlement Administrator” means the neutral entity, ILYM Group, Inc., which the Parties have agreed will be responsible to administer the Settlement as provided under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

This Agreement is contingent upon the approval and certification by the Court.

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.

If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Paul Grossman to resolve the dispute.

7 **ARTICLE III**

8 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

9 The procedure for obtaining Court approval of and implementing this Agreement shall be as
10 follows:

11 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

12 Promptly after this Agreement is fully executed, Plaintiff will bring the Motion for
13 Preliminary Approval which will include a request for an order conditionally certifying the Class to
14 include all claims pled in the Action based on the preliminary approval of this Agreement. The date
15 upon which the Court issues its Order granting such motion will be the "Preliminary Approval Date."

16 **Section 3.02: The Settlement Administrator**

17 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
18 Settlement Administrator, including but not limited to distributing and responding to inquiries about
19 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
20 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
21 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
22 issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Award check
23 to Plaintiff, issuing the LWDA Payment to the LWDA, and the employer payroll taxes and required
24 forms/returns to the appropriate taxing authorities. The Settlement Administrator shall expressly
25 agree to all of the terms and conditions of this Agreement.

26 All Settlement Administration Costs including but not limited to, all costs and fees associated
27 with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class
28 Members, all costs and fees associated with computing, processing, reviewing, and mailing the

1 Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any
2 other filings required by any governmental taxing authority or agency, all costs and fees associated
3 with preparing any other checks, notices, reports, or filings to be prepared in the course of
4 administering disbursements from the Net Settlement Amount, and any other costs and fees incurred
5 and/or charged by the Settlement Administrator in connection with the execution of its duties under
6 this Agreement shall be paid to the Settlement Administrator from the Gross Settlement Amount.

7 **Section 3.03: Notice to Class Members**

8 No later than five (5) business days after the Preliminary Approval Date, Defendant will
9 provide the Settlement Administrator with the “Class List” in electronic format. To protect Class
10 Members’ privacy rights, the Settlement Administrator must maintain the Class List data in
11 confidence, use such data only for purposes of this Settlement and for no other purpose, and restrict
12 access to such data to Administrator employees who need access to such data to effect and perform
13 under this Agreement.

14 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
15 Administrator will send Class Members, by first-class mail, at their last known address, the Court
16 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
17 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
18 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
19 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
20 Settlement Administrator will check all Class Member addresses against the National Change of
21 Address database and shall update any addresses before mailing. The Settlement Administrator will
22 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
23 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
24 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
25 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
26 Members shall not be required to submit claim forms in order to receive a proportional share of the
27 Net Settlement Amount.
28

1 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
2 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
3 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
6 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
7 that reasonable means be used to locate Class Members and that the Settlement Administrator be
8 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
9 Individual Settlement Payments to all Participating Class Members.

10 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
11 and notify Class Counsel and Defense Counsel (by employee number identifier) of the date of each
12 such re-mailing as part of a weekly status report provided to the Parties.

13 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
14 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
15 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
16 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
17 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
18 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
19 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
20 procedures set forth in Section 3.06(f) below.

21 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
22 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
23 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
24 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
25 exclusion and objections that the Settlement Administrator received.

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member disagrees with Defendant's records as to his or her Qualifying
4 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
5 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
6 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
7 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
8 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for
9 the Class Member to challenge the employment data on which his or her Individual Settlement
10 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
11 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
12 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class
13 Member during the Class Period based on the information provided to it.

14 **b. Requests for Exclusion from Class**

15 In order for any Class Member to validly exclude himself or herself from the Class and this
16 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
17 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
18 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
19 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
20 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
21 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
22 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
23 conclusively determined according to the records of the Settlement Administrator. Any Class
24 Member who timely and validly requests exclusion from the Class and this Settlement will not be
25 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
26 Agreement, and will not have any right to object, appeal, or comment thereon.

27 Any Class Member who fails to timely submit a request for exclusion shall automatically be
28 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

1 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
2 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
3 and/or released in this Agreement will be extinguished.

4 **c. Objections to Settlement**

5 For any Class Member to object to this Agreement, or any term of it, the person making the
6 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
7 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
8 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
9 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
10 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
11 the date the signed objection was postmarked or faxed, shall be conclusively determined according
12 to the records of the Settlement Administrator. The Settlement Administrator shall send any
13 objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt.
14 Class Members may also appear at the final approval hearing to object. The Court retains final
15 authority with respect to the consideration and admissibility of any Class Member objections.

16 **d. Encouragement of Class Members**

17 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
18 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
19 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
20 Class Members.

21 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

22 Defendant has estimated that the number of workweeks in the Class Period is 2,010. If the
23 number of workweeks increases by 10% or more, as of the end of the Class Period, there will be a
24 pro rata adjustment to the Net Settlement Amount by the same proportion as the increase (e.g., if the
25 number of workweeks increases by 11%, then the Net Settlement Amount will increase by 11%; but,
26 if the number of workweeks increases by 9%, then the Net Settlement Amount will not increase).

1 **f. Termination for Lack of Sufficient Participation**

2 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
3 the Class, Defendant will have the right, but not the obligation, to void the Agreement within fifteen
4 fourteen (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement,
5 then the Parties will have no further obligations under the Agreement, including any obligation by
6 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been
7 owed under this Agreement, except that Defendant will pay the Settlement Administrator's
8 reasonable actual fees and expenses incurred as of the date that Defendant exercised the right to void
9 the Agreement (but in no event more than the "not to exceed amount" set forth in this Agreement.
10 Defendant shall meet and confer with Class Counsel prior to exercising its right to rescind the
11 Agreement under this provision, and shall notify Class Counsel, in writing via USPS and email, and
12 the Court whether it is exercising its right to void the Agreement.

13 **Section 3.05: Final Fairness and Approval Hearing**

14 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
15 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
16 and determine whether the Court should give it final approval, and (2) consider any objections made
17 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
18 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
19 Proposed Final Order Approving Settlement of Class Action.

20 **Section 3.06: Settlement Payment Procedures**

21 **a. Settlement Amount**

22 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
23 Gross Settlement Amount in the amount of One Hundred Eighty Thousand Dollars and Zero Cents
24 (\$180,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).

25 Within thirty (30) days after the Date of Finality, Defendant shall transfer the Gross
26 Settlement Amount plus Defendant's share of employer-side payroll taxes ("Payment"), as set forth
27 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
28 to the Settlement Administer to be so deposited and transferred.

1 Within ten (10) court days after receiving Defendant's Payment, the Settlement Administrator
2 will pay from such funds, to the extent permitted by the Court, the Individual Settlement Payments
3 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
4 Enhancement Award, Settlement Administration Costs, and employer and employee tax
5 withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution,
6 the Settlement Administrator will perform a search based on the National Change of Address
7 Database to update and correct for any known or identifiable address changes.

8 **b. Payment of Attorneys' Fees and Costs**

9 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
10 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Fifty-
11 Nine Thousand Nine Hundred and Ninety-Four Dollars and Zero Cents (\$59,994.00). Class Counsel
12 shall submit an application for an award of costs not to exceed \$30,000. Such application for
13 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
14 Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall
15 serve Defendant with copies of all documents submitted in support of their application for an award
16 of attorneys' fees and costs.

17 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
18 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
19 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
20 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
21 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
22 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
23 will be reallocated to the Net Settlement Amount.

24 **c. Payment of Settlement Administration Costs**

25 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
26 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six
27 Thousand Five-Hundred Dollars and Zero Cents (\$6,500.00).
28

1 **d. Payment of Enhancement Award to Plaintiff**

2 Subject to Court approval, Plaintiff shall receive an Enhancement Award of up to Five
3 Thousand Dollars and Zero Cents (\$5,000.00), the request for which Defendant will not object to or
4 oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not
5 constitute payment to any Participating Class Member(s) other than Plaintiff. To the extent that the
6 Court approves less than the amount of Enhancement Award that Class Counsel requests, the
7 difference between the requested and awarded amounts will be reallocated to the Net Settlement
8 Amount.

9 Because it is the intent of the Parties that the Enhancement Award represents payment to
10 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
11 withhold any taxes from the Enhancement Award. The Enhancement Awards will be reported on a
12 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
13 authorities as required by law.

14 **e. Payment to the Labor and Workforce Development Agency**

15 In consideration of claims made under PAGA, Class Counsel will request that the Court
16 approve allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00), of the Gross
17 Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the
18 California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent
19 (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members in the
20 manner set forth below in Section 3.06(f) but based on Qualifying Workweeks in the PAGA Period.
21 Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the
22 Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to the PAGA
23 claim in the Action, will not invalidate this Agreement.

24 **f. Payment of Individual Settlement Payments to Participating Class Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
26 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
27 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
28 each Class Member. To calculate the minimum amount each Class Member will receive based on

1 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
2 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
3 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
4 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
5 Packet. After the Date of Finality, the Net Settlement Amount will be disbursed to Participating Class
6 Members (those who did not exclude themselves) on a pro rata basis based on the individual
7 Qualifying Workweeks worked during the Class Period by each Participating Class Member.

8 Each Individual Settlement Payment will represent wages and penalties allocated using the
9 following formula: 33% allocated to wages and 34% allocated to penalties and 33% allocated
10 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from
11 an employee's wages and all other authorized and required withholdings and shall be reported by W-
12 2 forms.

13 No later than ten (10) business days after receiving the Gross Settlement Amount from
14 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
15 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
16 Net Settlement Amount allocated to wages will be reduced by applicable employee tax withholdings
17 required by law, employer-side taxes will be paid separate from and in addition to the Gross
18 Settlement Amount, and the Settlement Administrator will issue Form W-2s for the wage portion of
19 the Individual Settlement Payments. The Settlement Administrator will issue Form 1099s to the
20 extent required by law for the interest and penalty portions of the Individual Settlement Payments,
21 from which no withholding shall be taken nor employer-side taxes paid.

22 Participating Class Members shall have 180 days from the date their Individual Settlement
23 Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the
24 expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State
25 Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are
26 designated.

27 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
28 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or

1 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
2 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
3 Settlement Administrator is unable to obtain a valid mailing address through this process, the
4 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
5 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

6 **g. Default on Payment.**

7 Defendant' failure to timely fund the Gross Settlement Amount shall be considered a default.
8 In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement
9 Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business
10 days of the missed payment. Thereafter, Defendant will have five (5) business days to cure the default
11 and tender payment to the Settlement Administrator. In the event Defendant fails to cure the default
12 within the times set forth herein, Plaintiff may elect to enter judgment against Defendant, on an *ex*
13 *parte* basis (provided that advance notice is provided to Defense Counsel per required by applicable
14 local and state Rules of Court), for the balance of the unpaid Gross Settlement Amount to date, and
15 Plaintiff will be entitled to recover interest at the maximum legal rate under California law from the
16 due date for such payment and reasonable attorneys' fees and costs for proceedings to enter judgment.

17 **h. No Credit Toward Benefit Plans.**

18 The Individual Settlement Payments made to Participating Class Members under this
19 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
20 calculate any additional benefits under any benefit plans to which any Class Members may be
21 eligible, including, but not limited to (if any): profit-sharing plans, bonus plans, 401(k) plans, stock
22 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. This
23 Agreement will not affect any rights, contributions, or amounts to which any Class Members may be
24 entitled under any ERISA-governed benefit plans.

1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
5 Class should not have been certified in the Action. This Agreement is entered into solely for the
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
7 construed as an admission of liability or wrongdoing by Defendant.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
11 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
15 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
16 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
17 released through this Agreement.

18 **Section 4.03: Nullification**

19 The Parties have agreed to the certification of the Class encompassing all claims alleged in
20 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
21 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
22 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
23 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
24 Action in its entirety, then (i) all Parties to this Agreement shall stand in the same position, without
25 prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (ii) the fact
26 that the Parties were willing to stipulate to class certification of all causes of action pled in the Action
27 as part of the Settlement will have no bearing on, and will not be admissible in connection with, the
28 issue of whether the Class should be certified by the Court in a non-settlement context in this Action

1 or any other action, and in any of those events, Defendant expressly reserve the right to oppose
2 certification of the Class.

3 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
4 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

5 **ARTICLE V**

6 **RELEASES**

7 **Section 5.01: General Release by Plaintiff**

8 Upon the date Defendant transfers the Gross Settlement Amount, Plaintiff and his respective
9 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns generally release and discharge the Released Parties from all claims, transactions, or
11 occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been,
12 alleged, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged in
13 the Action and/or the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to
14 any claims or actions to enforce this Agreement or the settlement agreement in *Filiberto Ruiz Diaz*
15 *v. Mustang Extreme Environmental Services, LLC, et al.* , Superior Court of California, County of
16 Orange Case No.: 30-2022-01299640-CU-WT-CXC, or to any claims that cannot be released as a
17 matter of law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
18 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
19 that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different
20 or additional facts or Plaintiff’s discovery of them.

21 For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions,
22 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

27 **Section 5.02: Released Claims by Class Participating Members**

1 Upon the date Defendant transfers the Gross Settlement Amount, all Participating Class
2 Members and their respective former and present spouses, representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns who do not opt out of the Settlement, release the Released
4 Parties from any and all claims alleged in the Operative Complaint in the Action or reasonably could
5 have been alleged in the Action, including but not limited to (1) failure to pay overtime wages; (2)
6 failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to permit rest breaks;
7 (5) failure to provide accurate itemized wage statements; (6) failure to pay for necessary business
8 expenses; (7) failure to pay all wages due upon separation of employment; (8) violation of California
9 Business and Professions Code §§17200; and (9) violation of California Labor Code Private Attorney
10 General Act (“PAGA”), *et seq.*, (“Class Released Claims”). Except as set forth in Section 5.03 of
11 this Agreement, Participating Class Members do not release any other claims, including those that
12 cannot be released as a matter of law or claims based on facts occurring outside the Class Period.

13 **Section 5.03: Released PAGA Claims**

14 Upon the date of funding the Gross Settlement Amount, the State of California and PAGA
15 Group Members, and their respective former and present spouses, representatives, agents, attorneys,
16 heirs, administrators, successors, and assigns, release the Released Parties from all PAGA claims that
17 were, or reasonably could have been, alleged in the Operative Complaint in the Actions and/or the
18 PAGA Notice, which arose during the PAGA Period, regardless of whether PAGA Group Members
19 opt out of the Class Settlement.

20 **ARTICLE VI**

21 **MISCELLANEOUS PROVISIONS**

22 **Section 6.01: Amendments or Modification**

23 The terms and provisions of this Agreement may be amended or modified only by an express
24 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
25 and approved by the Court.

26 **Section 6.02: Assignment**

27 None of the rights, commitments, or obligations recognized under this Agreement may be
28 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written

1 consent of each other Party and their respective counsel. The representations, warranties, covenants,
2 and agreements contained in this Agreement are for the sole benefit of the Parties and Class Members
3 under this Agreement and shall not be construed to confer any right or to avail any remedy to any
4 other person.

5 **Section 6.03: Governing Law**

6 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
7 shall be determined, in accordance with the laws of the State of California, without regard to its
8 conflicts of laws principles.

9 **Section 6.04: No Publicity**

10 The Parties, Class Members, Defense Counsel, and Class Counsel shall not issue any press
11 release, contact the press, respond to any press inquiry or have any communication with the press
12 about the fact, amount or terms of this Settlement. The Parties, Class Members, Defense Counsel,
13 and Class Counsel shall not engage in any advertising or marketing relating to the settlement of these
14 Actions in any manner that identifies or that is suggestive of Defendant's identity (e.g., an
15 environmental services company), including but not limited to any postings on any websites
16 maintained by Class Counsel. However, Class Counsel may identify this Settlement in court filings
17 in other matters to demonstrate their adequacy as counsel in connection with the prosecution or
18 settlement of other class actions. Nothing in this Section is intended to interfere with Class Counsel's
19 duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited
20 to, communicating directly with Class Members regarding the Settlement.

21 **Section 6.05: Entire Agreement**

22 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
23 contains the entire understanding of the Parties with respect to the subject matter contained herein.
24 In case of any conflict between text contained in Articles I through VI of this Agreement and text
25 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
26 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
27 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
28 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement

1 supersedes all prior agreements and understandings among the Parties with respect to the settlement
2 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
3 prior agreements or proposals.

4 **Section 6.06: Waiver of Compliance**

5 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
6 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
7 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
8 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
9 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
10 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11 **Section 6.07: Counterparts and Fax/PDF Signatures**

12 This Agreement, and any amendments hereto, may be executed in any number of counterparts
13 and any Party and/or their respective counsel may execute any such counterpart, each of which when
14 executed and delivered shall be deemed to be an original. All counterparts taken together shall
15 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
16 signature.

17 **Section 6.08: Meet and Confer Regarding Disputes**

18 Should any dispute arise among the Parties or their respective counsel regarding the
19 implementation or interpretation of this Agreement, a representative of Class Counsel and a
20 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes, and
21 thereafter submit them to mediator Paul Grossman to attempt to resolve them, prior to submitting
22 such disputes to the Court.

23 **Section 6.09: Agreement Binding on Successors**

24 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
25 of each of the Parties.

1 **Section 6.10: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.11: Fair and Reasonable Settlement**

6 a. The Parties believe that this Agreement reflects a fair, reasonable, and adequate
7 settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in
8 the context of adversarial litigation, taking into account all relevant factors, current and potential.
9 The Parties further believe that the Settlement is and is consistent with public policy, and fully
10 complies with applicable law.

11 b. **Plaintiff and his counsel hereby represent, warrant and agree that Plaintiff has**
12 **read this Agreement in English, or that Plaintiff's counsel has translated this Agreement into**
13 **Spanish, and that Plaintiff fully understood the meaning and effect of the terms of this**
14 **Agreement before he signed it.**

15 **Section 6.12: Headings**

16 The descriptive heading of any section or paragraph of this Agreement is inserted for
17 convenience of reference only and does not constitute a part of this Agreement and shall not be
18 considered in interpreting this Agreement.

19 **Section 6.13: Notice**

20 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
21 communications under this Agreement will be in writing and deemed to have been duly given as of
22 the third business day after mailing by United States mail, or the day delivered by email or messenger,
23 addressed as follows:

24 *To Plaintiff and the Class:*

25 Armond M. Jackson (ajackson@jacksonapc.com)

26 Andrea M. Fernandez-Jackson (afernandez@jacksonapc.com)

27 Anthony S. Filer, Jr. (afiler@jacksonapc.com)

28 JACKSON APC

 2 Venture Plaza, Suite 240

Irvine, CA 92618
Phone: (949) 281-6857

And

To Defendant:

Mark Terman (mark.terman@faegredrinker.com)
FAEGRE DRINKER BIDDLE & REATH LLP
1800 Century Park East, Suite 1500
Los Angeles, CA 90067
Phone: (310) 203-4000

AND

Terran C. Chambers (terran.chambers@faegredrinker.com)
FAEGRE DRINKER BIDDLE & REATH LLP
2200 Wells Fargo Center, 90 South Seventh Street
Minneapolis, Minnesota 55402
Phone: (612) 766-7281

Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

Section 6.15: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to first seek the assistance of the mediator Paul Grossman and, if unsuccessful, the Court.

1 **Section 6.16: Authorization to Act**

2 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
3 Counsel warrants that they are authorized by Defendant, to take all appropriate action required to
4 effectuate the terms of this Agreement, except for signing documents, including but not limited to
5 this Agreement, that are required to be signed by the Parties themselves. Defendant represents and
6 warrant that the individual executing this Agreement on its behalf has the full right, power, and
7 authority to enter into this Agreement and to carry out the transactions contemplated herein.

8 **Section 6.17: No Reliance on Representations**

9 The Parties have made such investigation of the facts and the law pertaining to the matters
10 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
11 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
12 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
13 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
14 to any other matters. No representations, warranties, or inducements, except as expressly set forth
15 herein, have been made to any party concerning this Agreement.

16 **EXECUTION BY PARTIES AND COUNSEL**

17 The Parties and their counsel hereby execute this Agreement.

18 Dated: 10/09/2023

FILIBERTO RUIZ

19
20 By: FR
 Plaintiff

21
22 Dated: _____
23

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC

24 By: _____
 (Signature)
25
26 _____
 (Printed Name)
27 _____
 (Title)
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1 **APPROVED AS TO FORM ONLY (EXCEPT FOR SECTION 6.11.b.) :**

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4 Dated: 10/09/2023

JACKSON APC

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6 By: Armond M. Jackson
Armond M. Jackson
7 Andrea M. Fernandez-Jackson
8 Anthony S. Filer, Jr.

9 Attorneys for Plaintiff Filiberto Ruiz and the Class

10
11 Dated:

**FAEGRE DRINKER BIDDLE & REATH
LLP**

12
13
14 By: _____
Mark Terman
Terran C. Chambers

15
16 Attorneys for Defendant Mustang Extreme
17 Environmental Services, LLC
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1 **APPROVED AS TO FORM ONLY (EXCEPT FOR SECTION 6.11.b.) :**

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JACKSON APC

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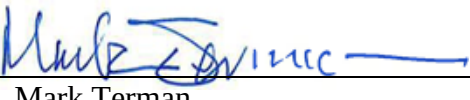
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

8 Attorneys for Plaintiff Filiberto Ruiz and the Class
9

10
11 Dated: October 10, 2023

**FAEGRE DRINKER BIDDLE & REATH
LLP**

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13 By:

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Mark Terman
Terran C. Chambers

15 Attorneys for Defendant Mustang Extreme
16 Environmental Services, LLC
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

RUIZ V. MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC WAGE AND HOUR CASES, CASE NO. 30-2021-01207211-CU-OE-CXC

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **JUNE 22, 2017 AND ENDING ON _____, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Filiberto Ruiz (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Mustang Extreme Environmental Services, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay overtime wages; (2) failed to pay all minimum wages; (3) failed to provide required meal breaks; (4) failed to provide required rest breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay for necessary business expenses; (7) failed to pay all wages due to discharged and quitting employees; and (8) engaged in unfair business practices. Plaintiff also asserts a claim for civil penalties under the California Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **June 22, 2017 to _____** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **August 24, 2021 to _____**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal

	claims as the ones in the Action for the period beginning on June 22, 2017 to _____. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 22, 2017 to _____ is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On [**insert preliminary approval date**], the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **June 22, 2017** to _____ (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Filiberto Ruiz vs. Mustang Extreme Environmental Services, LLC, et al.*, Case No. 30-2021-01207211-CU-OE-CXC and is pending in the Superior

Court of California for the County of Orange (the “Action”). Filiberto Ruiz is the Plaintiff, and the company Plaintiff sued, Mustang Extreme Environmental Services, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. Plaintiff alleges that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that Plaintiff and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Filiberto Ruiz) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **June 22, 2017 to _____** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **August 24, 2021 to _____** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed Fifty-Nine Thousand Nine Hundred Ninety-Four (\$59,994.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed Thirty Thousand Dollars (\$30,000.00), a Class Representative Service Award to Plaintiff Filiberto Ruiz in the amount of Five Thousand Dollars (\$5,000) for his services, the PAGA Settlement Amount of Twenty Thousand Dollars (\$20,000.00), and the fees and expenses of the Settlement Administrator, ILYM Group (estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

[Net Settlement Amount ÷ Total Qualified Pay Periods for all Participating Class Members] x Participating Class Member's Individual Qualified Pay Periods = estimated Individual Settlement Payment

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The settlement provides that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 50% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents and 50% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro

rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. Of the Twenty Thousand Dollars (\$20,000.00) PAGA Settlement Amount, Fifteen-Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars (\$5,000.00) shall be distributed to PAGA Group Members as their PAGA Payment which will be prorated as described below. The “PAGA Period” is the period of time from August 24, 2021 through _____. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Five Thousand Dollars and Zero Cents (\$5,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is _____. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$_____, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failed to pay overtime wages; (2) failed to pay all minimum wages; (3) failed to provide required meal breaks; (4) failed to provide required rest breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay for necessary business expenses; (7) failed to pay all wages due to discharged and quitting employees; and (10) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims against Defendant Mustang Extreme Environmental Services, LLC, including their parent corporation(s), direct or indirect owners, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, owners, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period (the "Released Parties"). The PAGA Group Members will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator. Defendant shall fund the settlement no earlier than fifty-five (55) days after the Court signs the Final Order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33.33%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to Fifty-Nine Thousand Nine Hundred Ninety-Four Dollars (\$59,994.00) plus actual litigation costs and expenses (not to exceed Thirty Thousand Dollars (\$30,000)). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Filiberto Ruiz as an Enhancement Award for his participation in the Action and for taking on the risk of litigation and his providing Defendant a general release of all known and unknown claims he has or may have. Subject to Court approval, Defendant also agrees to pay Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date**

of mailing], to the Settlement Administrator at the following address:

[Settlement Administrator]

[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Filiberto Ruiz's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

RUIZ V. MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC
Orange County Superior Court, Case No. 30-2021-01207211-CU-OE-CXC

WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Ruiz v. Mustang Extreme Environmental Services, LLC*, Orange County Superior Court, Case No. 30-2021-01207211-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is [Administrator]

The Claims Administrator can be contacted at:

Ruiz v. Mustang Extreme Environmental Services, LLC

ILYM Group, Inc.

14751 Plaza Drive Suite L

Tustin, California 92780

Tel: 888-250-6810

Fax: 888-845-6185

EXHIBIT C

EXCLUSION FORM

Superior Court of the State of California, County of Orange

Ruiz v. Mustang Extreme Environmental Services, LLC, Orange County Superior Court, Case No. 30-2021-01207211-CU-OE-CXC

If you want to receive an Individual Settlement Payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement, unless you are a PAGA Group Member; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims which are asserted in the Action that you have against Defendant Mustang Extreme Environmental Services, LLC (referred to as “Mustang” or “Defendant”) by filing your own lawsuit.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

ILYM Group, Inc.
14751 Plaza Drive Suite L
Tustin, California 92780
Tel: 888-250-6810
Fax: 888-845-6185

Request for Exclusion

I hereby certify that I am or was employed by Defendant as an hourly paid employee in California for some period of time during the Class Period of June 22, 2017 to _____.

I have received the Notice of Class Action and PAGA Settlement (“Notice”) in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Exclusion Form, I will not receive any money or other benefits under the Settlement, unless I am a PAGA Group Member, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

1 Armond M. Jackson, SBN 281547
2 ajackson@jacksonapc.com
3 Andrea M. Fernandez-Jackson, SBN 295924
4 afernandez@jacksonapc.com
5 **JACKSON APC**
6 2 Venture Parkway, Suite 240
7 Irvine, California 92618
8 Phone: (949) 281-6857
9 Fax: (949) 777-6218

10 Attorneys for Plaintiff Filiberto Ruiz

11 *[Additional counsel listed on following page]*

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SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

FILIBERTO RUIZ, as an individual and on behalf
of others similarly situated,

Plaintiff,
vs.

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC, a Texas Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 30-2021-01207211-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Department CX-105

**AMENDMENT TO JOINT STIPULATION
OF SETTLEMENT**

Case filed: June 22, 2021
Trial date: TBD

1 Mark Terman, SBN 116294

2 Mark.terman@faegredrinker.com

3 **FAEGRE DRINKER BIDDLE & REATH LLP**

4 1800 Century Park East, Suite 1500

5 Los Angeles, CA 90067

6 Telephone: (310) 203-4000

7 Facsimile: (310) 229-1285

8 Terran C. Chambers

9 (Admitted *Pro Hac Vice*)

10 Terran.chambers@faegredrinker.com

11 **FAEGRE DRINKER BIDDLE & REATH LLP**

12 2200 Wells Fargo Center, 90 South Seventh Street

13 Minneapolis, Minnesota 55402

14 Telephone: (612) 766-7281

15 Facsimile: (612) 766-1600

16 Attorneys for Defendant Mustang Extreme Environmental Services, LLC

This Amendment to Joint Stipulation of Settlement (“Amendment”) is made and entered into between: (1) Plaintiff Filiberto Ruiz Diaz aka Filberto Ruiz, individually and on behalf of Class Members and PAGA Group Members, and all current and former non-exempt or hourly employees by Mustang Extreme Environmental Services, LLC at any time between June 22, 2017 through October 10, 2023; and (2) Defendant Mustang Extreme Environmental Services, LLC (collectively, the “Parties”) subject to approval from the Court as provided below.

RECITALS

WHEREAS, on October 10, 2023, the Parties completed a fully executed Joint Stipulation of Settlement (“Agreement”), a true and correct copy of which is attached hereto as **Exhibit 1**.

WHEREAS, on February 15, 2024, Plaintiff Filiberto Ruiz (“Plaintiff”) filed a Motion for Preliminary Approval of the Agreement. (ROA No. 70). Plaintiff’s Motion for Preliminary Approval was originally set for hearing on June 14, 2024.

WHEREAS, on June 14, 2024, the Court entered a Minute Order which continued the hearing on Plaintiff’s Motion for Preliminary Approval to September 20, 2024 to permit the Parties to respond to certain issues identified by the Court. A true and correct copy of the Court’s Minute Order is attached hereto as **Exhibit 2**.

WHEREAS, Section 6.01 of the Agreement allows amendment as follows: “The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.”

WHEREAS, by entering into this Amendment, the Parties intend to resolve certain issues identified by the Court's June 14, 2024 Minute Order.

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AMENDMENT

THEREFORE, pursuant to Section 6.01 of the Agreement and in view of the Court’s June 14, 2024 Minute Order, the Parties hereby amend the Agreement as follows:

1. Amend Article I, Section g, by adding the language denoted below in underline and striking the language denoted below in strikethrough:

“Class Period” means June 22, 2017 through October 10, 2023 ~~and including the date this Agreement is signed by the Parties.~~

2. Amend Article I, Section aa, by adding the language denoted below in underline and striking the language denoted below in strikethrough:

“PAGA Group Members” means all Class Members employed by Defendant at any time between August 24, 2021 through October 10, 2023 (“PAGA Period”) ~~and including the date this Agreement is signed by the Parties.~~

3. Amend Article III, Section 3.04.a., by adding the language denoted below in underline and striking the language denoted below in strikethrough:

“If any Class Member disagrees with Defendant’s records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the ~~Settlement Administrator~~ Court will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.”

1
2 4. Amend Article V, Section 5.02, by adding the language denoted below in underline
3 and striking the language denoted below in strikethrough:

4
5 Upon the date Defendant transfers the Gross Settlement Amount, all
6 Participating Class Members and their respective former and present
7 spouses, representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns who do not opt out of the Settlement, release
9 the Released Parties from any and all claims alleged in the Operative
10 Complaint or that could be asserted based on the facts alleged in the
11 operative pleading, ~~in the Action or reasonably could have been~~
12 ~~alleged in the Action~~ including but not limited to (1) failure to pay
13 overtime wages; (2) failure to pay minimum wages; (3) failure to
14 provide meal periods; (4) failure to permit rest breaks; (5) failure to
15 provide accurate itemized wage statements; (6) failure to pay for
16 necessary business expenses; (7) failure to pay all wages due upon
17 separation of employment; (8) violation of California Business and
18 Professions Code §§17200; and (9) violation of California Labor Code
19 Private Attorney General Act (“PAGA”), *et seq.*, (“Class Released
20 Claims”). Except as set forth in Section 5.03 of this Agreement,
21 Participating Class Members do not release any other claims, including
22 those that cannot be released as a matter of law or claims based on
23 facts occurring outside the Class Period.

24
25 5. Amend Article V, Section 5.03, by adding the language denoted below in underline
26 and striking the language denoted below in strikethrough:

27
28 Upon the date of funding the Gross Settlement Amount, the ~~State of~~
~~California and~~ PAGA Group Members, and their respective former
and present spouses, representatives, agents, attorneys, heirs,
administrators, successors, and assigns, release the Released Parties
from all PAGA claims that were ~~or reasonably could have been~~ alleged
in the Operative Complaint in the Actions or that could be asserted
based on the facts alleged in the operative pleading ~~and/or the PAGA~~
~~Notice~~, which arose during the PAGA Period, regardless of whether
PAGA Group Members opt out of the Class Settlement.

29
30 6. Amend Sections 2, 6 and 8 of the NOTICE OF PROPOSED CLASS ACTION AND
31 PAGA SETTLEMENT by adding the language denoted in underline and striking the language
32 denoted in strikethrough as set forth in **Exhibit 3** attached hereto.

7. Plaintiff and his counsel hereby represent, warrant and agree that Plaintiff has read this Agreement in English, or that Plaintiff's counsel has translated this Agreement into Spanish, and that Plaintiff fully understood the meaning and effect of the terms of this Amendment before he signed it.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/03/2024

FILIBERTO RUIZ

By:
Plaintiff

Dated: _____

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

JACKSON APC

By: _____

Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Filiberto Ruiz and the Class

7. Plaintiff and his counsel hereby represent, warrant and agree that Plaintiff has read this Agreement in English, or that Plaintiff's counsel has translated this Agreement into Spanish, and that Plaintiff fully understood the meaning and effect of the terms of this Amendment before he signed it.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ **FILIBERTO RUIZ**

By: _____
Plaintiff

Dated: September 3, 2024

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: September 4, 2024

JACKSON APC

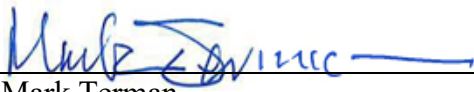
By: Armond M. Jackson
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Filiberto Ruiz and the Class

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Dated: September 4, 2024

**FAEGRE DRINKER BIDDLE & REATH
LLP**

By: 
Mark Terman
Terran C. Chambers

Attorneys for Defendant Mustang Extreme
Environmental Services, LLC

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

***RUIZ V. MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC
WAGE AND HOUR CASES, CASE NO. 30-2021-01207211-CU-OE-CXC***

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **JUNE 22, 2017 AND ENDING ON _____, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Filiberto Ruiz (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Mustang Extreme Environmental Services, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay overtime wages; (2) failed to pay all minimum wages; (3) failed to provide required meal breaks; (4) failed to provide required rest breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay for necessary business expenses; (7) failed to pay all wages due to discharged and quitting employees; and (8) engaged in unfair business practices. Plaintiff also asserts a claim for civil penalties under the California Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **June 22, 2017 to _____** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **August 24, 2021 to _____**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal

	claims as the ones in the Action for the period beginning on June 22, 2017 to _____. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 22, 2017 to _____ is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On [**insert preliminary approval date**], the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **June 22, 2017** to _____ (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Filiberto Ruiz vs. Mustang Extreme Environmental Services, LLC, et al.*, Case No. 30-2021-01207211-CU-OE-CXC and is pending in the Superior

Court of California for the County of Orange (the “Action”). Filiberto Ruiz is the Plaintiff, and the company Plaintiff sued, Mustang Extreme Environmental Services, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. Plaintiff alleges that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, failure to reimburse necessary business expenses, and unlawfully received wages, and violated California’s Business and Professions Code and for PAGA penalties. As a result, Plaintiff alleges that Plaintiff and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Filiberto Ruiz) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **June 22, 2017 to _____** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **August 24, 2021 to _____** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed Fifty-Nine Thousand Nine Hundred Ninety-Four (\$59,994.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed Thirty Thousand Dollars (\$30,000.00), a Class Representative Service Award to Plaintiff Filiberto Ruiz in the amount of Five Thousand Dollars (\$5,000) for his services, the PAGA Settlement Amount of Twenty Thousand Dollars (\$20,000.00), and the fees and expenses of the Settlement Administrator, ILYM Group (estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\frac{[\text{Net Settlement Amount} \div \text{Total Qualified Pay-Periods Workweeks for all Participating Class Members}]}{\text{Participating Class Member's Individual Qualified Pay-Periods Workweeks}} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The settlement provides that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% allocated as wage payments, and 34% allocated to payments as penalties and 33% allocated to payments as interest~~50% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents and 50% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms.~~

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the

Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee ("PAGA Group Members") will also receive a PAGA Payment. "PAGA Payment" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. Of the Twenty Thousand Dollars (\$20,000.00) PAGA Settlement Amount, Fifteen-Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars(\$5,000.00) shall be distributed to PAGA Group Members as their PAGA Payment which will be prorated as described below. The "PAGA Period" is the period of time from August 24, 2021 through _____. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Five Thousand Dollars and Zero Cents (\$5,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment. "Qualified PAGA Pay Periods" means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is _____. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$_____, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims alleged in the Operative Complaint or that could be asserted based on the facts alleged in the operative pleading, including but not limited to (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay for necessary business expenses; (7) failure to pay all wages due upon separation of employment; (8) violation of California Business and Professions Code §§17200; and (9) violation of California Labor Code Private Attorney General Act ("PAGA"), et seq., ("Class Released Claims").

~~all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failed to pay overtime wages; (2) failed to pay all minimum wages; (3) failed to provide required meal breaks; (4) failed to provide required rest breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay for necessary business expenses; (7) failed to pay all wages due to discharged and quitting employees; and (10) violation of California Business and Professions Code §§17200, et seq., based on the preceding claims against Defendant Mustang Extreme Environmental Services, LLC. This release includes Defendant Mustang Extreme Environmental Services, LLC, and their parent corporation(s), direct or indirect owners, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, owners, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period (the "Released Parties").~~ The PAGA Group Members will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or

the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator. Defendant shall fund the settlement no earlier than ~~fifty-five~~^{thirty} (~~55~~³⁰) days after the Court signs the Final Order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

[An Exclusion Form is being provided along with this Class Notice.](#)

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33.33%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to Fifty-Nine Thousand Nine Hundred Ninety-Four Dollars (\$59,994.00) plus actual litigation costs and expenses (not to exceed Thirty Thousand Dollars (\$30,000)). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Filiberto Ruiz as an Enhancement Award for his participation in the Action and for taking on the risk of litigation and his providing Defendant a general release of all known and unknown claims he has or may have. Subject to Court approval, Defendant also agrees to pay Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500). The Court

may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection (“Objection Form”). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court’s Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don’t have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. ~~After~~At the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Filiberto Ruiz's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

RUIZ V. MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC WAGE AND HOUR CASES, CASE NO. 30-2021-01207211-CU-OE-CXC

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **JUNE 22, 2017 AND ENDING ON _____, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Filiberto Ruiz (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Mustang Extreme Environmental Services, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay overtime wages; (2) failed to pay all minimum wages; (3) failed to provide required meal breaks; (4) failed to provide required rest breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay for necessary business expenses; (7) failed to pay all wages due to discharged and quitting employees; and (8) engaged in unfair business practices. Plaintiff also asserts a claim for civil penalties under the California Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **June 22, 2017 to _____** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **August 24, 2021 to _____**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal

	claims as the ones in the Action for the period beginning on June 22, 2017 to _____. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 22, 2017 to _____ is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On [**insert preliminary approval date**], the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **June 22, 2017** to _____ (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Filiberto Ruiz vs. Mustang Extreme Environmental Services, LLC, et al.*, Case No. 30-2021-01207211-CU-OE-CXC and is pending in the Superior

Court of California for the County of Orange (the “Action”). Filiberto Ruiz is the Plaintiff, and the company Plaintiff sued, Mustang Extreme Environmental Services, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. Plaintiff alleges that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, failure to reimburse necessary business expenses, and unlawfully received wages, and violated California’s Business and Professions Code and for PAGA penalties. As a result, Plaintiff alleges that Plaintiff and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Filiberto Ruiz) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **June 22, 2017 to _____** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **August 24, 2021 to _____** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed Fifty-Nine Thousand Nine Hundred Ninety-Four (\$59,994.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed Thirty Thousand Dollars (\$30,000.00), a Class Representative Service Award to Plaintiff Filiberto Ruiz in the amount of Five Thousand Dollars (\$5,000) for his services, the PAGA Settlement Amount of Twenty Thousand Dollars (\$20,000.00), and the fees and expenses of the Settlement Administrator, ILYM Group (estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\frac{[\text{Net Settlement Amount} \div \text{Total Qualified Pay-PeriodsWorkweeks for all Participating Class Members}]}{\text{Participating Class Member's Individual Qualified Pay-PeriodsWorkweeks}} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The settlement provides that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% allocated as wage payments, and 34% allocated to payments as penalties and 33% allocated to payments as interest~~50% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents and 50% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms.~~

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the

Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee ("PAGA Group Members") will also receive a PAGA Payment. "PAGA Payment" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. Of the Twenty Thousand Dollars (\$20,000.00) PAGA Settlement Amount, Fifteen-Thousand Dollars (\$15,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Thousand Dollars(\$5,000.00) shall be distributed to PAGA Group Members as their PAGA Payment which will be prorated as described below. The "PAGA Period" is the period of time from August 24, 2021 through _____. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Five Thousand Dollars and Zero Cents (\$5,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment. "Qualified PAGA Pay Periods" means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is _____. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$_____, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims alleged in the Operative Complaint or that could be asserted based on the facts alleged in the operative pleading, including but not limited to (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay for necessary business expenses; (7) failure to pay all wages due upon separation of employment; (8) violation of California Business and Professions Code §§17200; and (9) violation of California Labor Code Private Attorney General Act ("PAGA"), et seq., ("Class Released Claims").

~~all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failed to pay overtime wages; (2) failed to pay all minimum wages; (3) failed to provide required meal breaks; (4) failed to provide required rest breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay for necessary business expenses; (7) failed to pay all wages due to discharged and quitting employees; and (10) violation of California Business and Professions Code §§17200, et seq., based on the preceding claims against Defendant Mustang Extreme Environmental Services, LLC. This release includes Defendant Mustang Extreme Environmental Services, LLC, and their parent corporation(s), direct or indirect owners, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, owners, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period (the "Released Parties").~~ The PAGA Group Members will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or

the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator. Defendant shall fund the settlement no earlier than ~~fifty-five~~^{thirty} (~~55~~³⁰) days after the Court signs the Final Order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

[An Exclusion Form is being provided along with this Class Notice.](#)

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33.33%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to Fifty-Nine Thousand Nine Hundred Ninety-Four Dollars (\$59,994.00) plus actual litigation costs and expenses (not to exceed Thirty Thousand Dollars (\$30,000)). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Filiberto Ruiz as an Enhancement Award for his participation in the Action and for taking on the risk of litigation and his providing Defendant a general release of all known and unknown claims he has or may have. Subject to Court approval, Defendant also agrees to pay Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500). The Court

may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection (“Objection Form”). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court’s Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don’t have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. ~~After~~At the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Filiberto Ruiz's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

Armond M. Jackson, SBN 281547
 ajackson@jacksonapc.com
 Andrea M. Fernandez-Jackson, SBN 295924
 afernandez@jacksonapc.com
JACKSON APC
 2 Venture Parkway, Suite 400
 Irvine, California 92618
 Phone: (949) 281-6857
 Fax: (949) 777-6218

Attorneys for Plaintiff Filiberto Ruiz,
individually, and on behalf of all other similarly situated employees

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

FILIBERTO RUIZ, as an individual, and on behalf of other similarly situated employees,

Plaintiff,

VS.

MUSTANG EXTREME ENVIRONMENTAL SERVICES, LLC, a California corporation, and DOES 1-50, inclusive, Defendant.

Case No.: 30-2021-01207211-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Dept. CX-105

PROOF OF SERVICE

Date: March 7, 2025
Time: 10:00 a.m.
Place: Department CX-105

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On February 11, 2025, I served true copies of the following document(s) described as:

- On the interested parties in this action as follows:

Faegre Drinker Biddle & Reath LLP Mark Terman, Esq. Mark.terman@faegredrinker.com 1800 Centurey Park East, Suite 1500 Los Angeles, California 90067 CC: Cesar Ibanez cesar.ibanez@faegredrinker.com	Attorney for Defendant Mustang Extreme Environmental Services, LLC
Faegre Drinker Biddle & Reath LLP Terran C. Chambers, Esq. (Admitted <i>Pro Hac Vice</i>) Terran.chambers@faegredrinker.com 2200 Wells Fargo Center, 90 South Seventh Street Minneapolis, Minnesota 55402 Telephone: (612) 766-7281 Facsimile: (612) 766-1600	Attorney for Defendant Mustang Extreme Environmental Services, LLC
California Department of Industrial Relations Electronic Filing Portal https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html	California Labor and Workforce Development Agency

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2 (XX) **[BY EMAIL OR ELECTRONIC TRANSMISSION]** –I caused all of the pages of
3 the above-entitled document created as a portable document file format and attached to
4 a properly addressed electronic mail message to be sent to the interested parties in this
action on the date specified below. The email address I used is noted above.

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

7 Executed on February 11, 2025, at Irvine, California.

8
9 /s/ Armond M. Jackson
10 Armond M. Jackson
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EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Filiberto Ruiz

Invoice Number: 689

Invoice Date: 2/11/2025

Terms: 30

Due Date: **3/13/2025**

Amount Due: **\$16,775.67**

Invoice Start Date:

Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
05/19/21	Mailed out Letter to Request Personnel File			1	0.71	1	0.71
06/24/21	One Legal Invoice_13046331			1	1,449.25	1	1,449.25
06/29/21	Mailed out Ltr of noncompliance			1	0.51	1	0.51
08/11/21	Janney and Janney 4682926			1	75.00	1	75.00
10/29/21	One Legal 13305312			1	14.25	1	14.25
11/15/21	One Legal Invoice_13330558			1	14.25	1	14.25
03/01/22	One Legal Invoice_13547554			1	12.00	1	12.00
03/09/22	Superior Court payment confirmation code 070809			1	7.50	1	7.50
05/06/22	One Legal Invoice_13705570			1	12.50	1	12.50

09/09/22	One Legal Invoice 13981730	1	14.75	1	14.75
01/13/23	One Legal Invoice_14263745	1	14.75	1	14.75
05/10/23	Mediator Invoice Paul Hastings (Paul Grossman)	1	15,000.00	1	15,000.00
06/06/23	One Legal Invoice 14617186	1	15.20	1	15.20
10/13/23	One Legal Invoice 14958409	1	15.20	1	15.20
11/15/23	One Legal Invoice 15046345	1	15.20	1	15.20
02/15/24	One Legal Invoice 15303527	1	77.20	1	77.20
04/25/24	One Legal Invoice 15523605	1	17.20	1	17.20
09/05/24	One Legal Invoice 15911539	1	20.20	1	20.20
					\$16,775.67

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$16,775.67
Amount Paid:	(\$0.00)
Amount Due:	\$16,775.67

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Filiberto Ruiz

Invoice Number: 690

Invoice Date: 2/11/2025

Terms: 30

Due Date: **3/13/2025**

Amount Due: **\$61,223.50**

Invoice Start Date:

Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
05/21/21	Conducted research on the size of Defendant and potential class size.	Armond Jackson			725.00	2.90	2,102.50
05/26/21	Reviewed intake form and researched potential claims and Labor Code violations.	Armond Jackson			725.00	3.10	2,247.50
05/31/21	Drafted complaint outline and cite Labor Code violations related to client's claims.	Armond Jackson			725.00	2.80	2,030.00
06/18/21	Drafted class complaint.	Armond Jackson			725.00	3.10	2,247.50
06/22/21	Reviewed and finalized complaint for filing.	Armond Jackson			725.00	0.90	652.50
08/24/21	Drafted PAGA Letter.	Armond Jackson			725.00	1.50	1,087.50
09/08/21	Reviewed email re: class size and participated in phone discussion.	Armond Jackson			725.00	0.40	290.00
10/13/21	Drafted Notice of hearing.	Yesenia Villalba			145.00	0.30	43.50
10/18/21	Drafted Amended Complaint.	Armond Jackson			725.00	0.50	362.50

10/27/21	Drafted Ruiz FAC.	Armond Jackson	725.00	1.50	1,087.50
02/28/22	Drafted Case Management Conference, AF approved and forward to Norma for serving and filing.	Yesenia Villalba	145.00	0.50	72.50
05/23/22	Attended and prepared for court hearing.	Armond Jackson	725.00	0.50	362.50
08/30/22	Review minute order/ court website/ case file and formatted the joint status report. Need to ask AJ what is new on this matter.	Yesenia Villalba	145.00	0.60	87.00
09/06/22	Reviewed email re: joint statement.	Armond Jackson	725.00	0.20	145.00
09/07/22	Review Joint Statement	Anthony Filer	250.00	0.80	200.00
09/08/22	Review Joint Statement	Anthony Filer	250.00	0.50	125.00
09/12/22	Prep for CMC	Anthony Filer	250.00	0.20	50.00
09/13/22	Prep for CMC	Anthony Filer	250.00	0.20	50.00
10/11/22	Spoke to oc re: mediation.	Armond Jackson	725.00	0.70	507.50
11/21/22	Reviewed protective order.	Armond Jackson	725.00	0.50	362.50
11/22/22	Attended meeting re: mediation.	Armond Jackson	725.00	0.70	507.50
11/23/22	Attended meeting re: mediation.	Armond Jackson	725.00	0.10	72.50
12/29/22	Drafted complaint.	Armond Jackson	725.00	0.80	580.00
12/30/22	Reviewed email from oc re: available mediation dates.	Armond Jackson	725.00	0.20	145.00
01/04/23	Joint Statement	Yesenia Villalba	145.00	0.50	72.50
01/11/23	Review drafted Joint Statement	Anthony Filer	250.00	0.30	75.00
01/11/23	Edited Joint Status Report	Anthony Filer	250.00	0.30	75.00

01/12/23	Send Joint Report to OC	Anthony Filer	250.00	0.10	25.00
01/13/23	Follow up Re: Joint Statement	Anthony Filer	250.00	0.30	75.00
01/20/23	Sent email re: mediation.	Armond Jackson	725.00	0.30	217.50
02/03/23	Reviewed email from mediator's office re: revised mediation, timeline and deadlines.	Armond Jackson	725.00	0.20	145.00
02/08/23	Reviewed email from oc re: mediation.	Armond Jackson	725.00	0.20	145.00
02/08/23	Reviewed email re: in-person mediation.	Armond Jackson	725.00	0.20	145.00
02/27/23	Review email re: arbitration	Anthony Filer	250.00	0.10	25.00
03/02/23	Review email re: arbitration	Anthony Filer	250.00	0.10	25.00
03/06/23	Follow up re: arbitration agreement	Anthony Filer	250.00	0.10	25.00
03/08/23	Follow up re: arbitration agreement	Anthony Filer	250.00	0.30	75.00
03/21/23	First Salvo	Yesenia Villalba	145.00	0.50	72.50
03/23/23	Review First Salvo	Anthony Filer	250.00	0.20	50.00
04/24/23	Reviewed disclosure from oc.	Armond Jackson	725.00	0.50	362.50
04/27/23	Reviewed class data in preparation for mediation.	Armond Jackson	725.00	2.90	2,102.50
04/28/23	Con. review of class data in preparation for mediation.	Armond Jackson	725.00	3.90	2,827.50
05/02/23	Reviewed class data in preparation for mediation.	Armond Jackson	725.00	3.10	2,247.50
05/04/23	Drafted mediation brief.	Armond Jackson	725.00	3.20	2,320.00
05/08/23	Continued drafting mediation brief.	Armond Jackson	725.00	2.90	2,102.50
05/11/23	Review mediation brief	Anthony Filer	250.00	0.10	25.00

05/19/23	Review email re: settlement	Anthony Filer	250.00	0.10	25.00
05/19/23	Prepared for and attended mediation.	Anthony Filer	250.00	8.90	2,225.00
05/19/23	Prepared for and attended mediation.	Armond Jackson	725.00	9.50	6,887.50
05/19/23	Prepared for and attended mediation.	Andrea Fernandez	515.00	8.20	4,223.00
05/22/23	Drafted Class Settlement Agreement	Anthony Filer	250.00	0.10	25.00
05/25/23	Review Joint Statement	Anthony Filer	250.00	0.20	50.00
05/30/23	Review / send Joint Statement	Anthony Filer	250.00	0.30	75.00
06/01/23	Drafted settlement agreement.	Armond Jackson	725.00	1.70	1,232.50
06/06/23	Follow up re: Joint Statement	Anthony Filer	250.00	0.50	125.00
07/28/23	Drafted MPA	Anthony Filer	250.00	0.10	25.00
08/04/23	Drafted MPA	Anthony Filer	250.00	1.80	450.00
08/08/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.20	50.00
08/15/23	Review revised settlement agreement	Anthony Filer	250.00	0.10	25.00
08/17/23	Review settlement agreement	Anthony Filer	250.00	0.10	25.00
08/22/23	Review revisions to settlement agreement	Anthony Filer	250.00	0.10	25.00
08/23/23	Review finalized settlement agreement	Anthony Filer	250.00	0.20	50.00
08/29/23	Review settlement agreement and general release	Anthony Filer	250.00	0.10	25.00
08/30/23	Review Notice documents / settlement agreement	Anthony Filer	250.00	0.30	75.00
09/12/23	Review email re: settlement administrator	Anthony Filer	250.00	0.10	25.00

09/18/23	Review emails re: settlement administrator	Anthony Filer	250.00	0.20	50.00
09/21/23	Review Notice forms / Settlement Follow Up / Request for Dismissal	Anthony Filer	250.00	0.30	75.00
09/29/23	Revised class notice documents.	Armond Jackson	725.00	0.50	362.50
09/29/23	Review Settlement Agreement	Anthony Filer	250.00	0.10	25.00
10/02/23	Review emails re: settlement agreement	Anthony Filer	250.00	0.10	25.00
10/03/23	Review settlement agreement with exhibits	Anthony Filer	250.00	0.10	25.00
10/04/23	Review emails re: class notice	Anthony Filer	250.00	0.10	25.00
10/06/23	Review email re: class action notice	Anthony Filer	250.00	0.10	25.00
10/06/23	Review drafted Joint Statement	Anthony Filer	250.00	0.20	50.00
10/10/23	Follow up re: Joint Statement	Anthony Filer	250.00	0.30	75.00
10/12/23	Follow up re: Joint Statement / Prep for Status Conference	Anthony Filer	250.00	0.60	150.00
10/13/23	Prep for Status Conference	Anthony Filer	250.00	0.10	25.00
10/16/23	Follow up re: status conference	Anthony Filer	250.00	0.10	25.00
11/01/23	Review email re: MPA	Anthony Filer	250.00	0.10	25.00
11/13/23	Review email re: change of address	Anthony Filer	250.00	0.10	25.00
11/13/23	Follow up re: preliminary approval motion	Anthony Filer	250.00	0.10	25.00
12/05/23	Review email re: preliminary approval motion	Anthony Filer	250.00	0.10	25.00
01/09/24	Review emails re: MPA	Anthony Filer	250.00	0.10	25.00
01/17/24	Drafted preliminary approval motion.	Armond Jackson	725.00	2.60	1,885.00

02/09/24	Revise Preliminary Approval Motion	Anthony Filer	250.00	1.10	275.00
02/15/24	Review Motion for Preliminary Approval	Anthony Filer	250.00	0.20	50.00
02/16/24	Finalized preliminary approval motion.	Armond Jackson	725.00	6.50	4,712.50
04/24/24	Drafted joint statement.	Armond Jackson	725.00	0.20	145.00
04/30/24	Review Minute Order	Anthony Filer	250.00	0.10	25.00
05/01/24	Reviewed email from oc.	Armond Jackson	725.00	0.20	145.00
08/23/24	Drafted amendment to settlement agreement.	Armond Jackson	725.00	1.40	1,015.00
10/09/24	Reviewed email from claims administrator.	Armond Jackson	725.00	0.60	435.00
02/07/25	Drafted final approval motion.	Armond Jackson	725.00	2.90	2,102.50
02/10/25	Drafted motion for final approval.	Armond Jackson	725.00	3.90	2,827.50
02/11/25	Finalized final approval motion.	Armond Jackson	725.00	3.10	2,247.50
					\$61,223.50

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$61,223.50
Amount Paid:	(\$0.00)
Amount Due:	\$61,223.50

EXHIBIT E

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT F

BILL TO

Ruiz v. Mustang Extreme
Environmental Services,
LLC

INVOICE Ruiz v. Mustang

DATE 02/10/2025

DUE DATE TBD

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Initial Set Up- Import and Formatting of Data		1	150.00	150.00
Programming of Class Database		1	175.00	175.00
Project Manager (Case notification and maintenance)		2	120.00	240.00
Staff Hours for Processing Returned Mail		1	70.00	70.00
Staff Hours For processing opt-outs, dispute(s) & objection(s)		1	70.00	70.00
Report Processing		2	70.00	140.00
NCOA		1	50.00	50.00
Toll Free Customer Service Rep		1	150.00	150.00
Certified Spanish Translation		1	1,250.00	1,250.00
Weekly Updated Reports		1	750.00	Waived
fulfillment of Notice, English & Spanish		120	1.50	180.00
USPS First Class Postage		120	0.83	99.60
Re-mails (Forward/Skip Trace- Includes Postage)		24	2.00	48.00
Storage, Photocopies, Deliveries		1	118.80	118.80
Distribution Setup & Management		4	150.00	600.00
Account Reconciliation & Distribution Reporting		4	125.00	500.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Check, Stub & Release - Print & Mail (W-2/1099)		120	1.00	120.00
USPS First Class Postage		120	0.63	75.60
Re-mails (Forward/Skip Trace- Includes Postage)		12	1.50	18.00
Preparation of Taxes		4	120.00	480.00
Annual Filing of Tax Return		1	1,500.00	1,500.00
Data Manager Final Reporting		1	100.00	100.00
Project Manager Final Reporting		2	120.00	240.00
Declaration		1	125.00	125.00

Thank you for your business and have a great day!

TOTAL DUE	\$6,500.00
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