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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

JOINT STIPULATION OF SETTLEMENT

Case filed: June 22, 2021
Trial date: TBD

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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:

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Andrea M. Fernandez-Jackson
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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:

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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.

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.
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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

5
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**

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14 By: _____
Mark Terman
Terran C. Chambers

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

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4 Dated:

JACKSON APC

5
6 By:

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: _____