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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JESSIE GARCIA and MIGUEL ANGEL
GONZALEZ OCHOA, as individuals on behalf
of themselves and all other similarly situated
employees and/or Aggrieved Employees of
Defendants,

Plaintiff,

v.

NORCAL POOL CONSTRUCTION INC., a
California corporation; GUSTAVO NEGRETE
RODRIGUEZ, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 22CV394263

[Assigned for all purposes to the Honorable Beth
McGowen, Department 22]

CLASS ACTION

**DECLARATION OF VILMARIE CORDERO
IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: July 23, 2026
Time: 1:30 p.m.
Dept: 22
Judge: Hon. Beth McGowen

*[Filed concurrently herewith Notice of Motion;
Memorandum of Points and Authorities; and the
Declarations of Jessie Garcia, Miguel Angel
Gonzalez Ochoa, and Sean Hartranft; and
[Proposed] Order]*

Complaint Filed: February 10, 2022
First Amended Complaint Filed: April 11, 2022
Second Amended Complaint Filed: September 14,
2022
Third Amended Complaint Filed: January 22, 2025
Trial Date: None set

1 I, Vilmarie Cordero, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I am
3 one of the shareholders of the law firm of Arch Legal, P.C. in San Diego, California, counsel of record for
4 Plaintiffs Jessie Garcia and Miguel Angel Gonzalez Ochoa ("Plaintiffs"), the putative class members, and
5 the aggrieved employees in the pending wage and hour class action and Private Attorneys General Act
6 ("PAGA") lawsuit entitled *Jessie Garcia V. Norcal Pool Construction Inc., et al.*, Superior Court of
7 California, County of Santa Clara, Case No. 22CV394263.

8 2. I am one of the primary attorneys from my firm handling this case. I am thoroughly familiar
9 with, and have personal knowledge of, the facts set forth herein. If called as a witness, I could and would
10 competently testify to the information set forth below.

11 3. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary
12 Approval of Class and PAGA Action Settlement, which seeks an order: (1) preliminarily approving the
13 proposed Settlement; (2) provisionally certifying the Settlement Class; (3) approving the form and content
14 of the Class Notice; (4) appointing Plaintiffs as Class Representatives and Plaintiffs' Counsel as Class
15 Counsel; (5) approving Apex Class Action LLC as the Settlement Administrator; and (6) scheduling a
16 Final Approval Hearing.

17 4. A true and correct copy of the fully executed Class Action and PAGA Settlement
18 Agreement ("Settlement Agreement" or "SA" or "Settlement") is attached hereto as **Exhibit 1**. A true and
19 correct copy of the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court
20 Approval ("Class Notice") is attached as **Exhibit A** to the Settlement Agreement.

21 5. Plaintiff provided a copy of the Settlement Agreement to the State of California, Labor and
22 Workforce Development Agency (LWDA) at the same time Plaintiffs' Unopposed Motion for Preliminary
23 Approval of Class and PAGA Action Settlement was filed with the Court. A true and correct copy of the
24 confirmation of submission of the Settlement Agreement to the LWDA is attached herein, for ease of
25 reference, as **Exhibit 2**.

26 **CASE BACKGROUND AND PROCEDURAL HISTORY**

27 6. Defendant Norcal Pool Construction Inc. ("Norcal") is a California Corporation
28 specializing in commercial and residential swimming pool construction and demolition throughout

1 California. Defendant Gustavo Negrete (“Negrete”) is an individual and is the Chief Executive Officer,
2 managing agent, sole director, and owner of Norcal.

3 7. Plaintiff Jessie Garcia (“Garcia”) was employed by Norcal from approximately April 5,
4 2021, until his termination on October 27, 2021. Garcia was classified as a non-exempt employee, earned
5 an hourly wage of \$28 per hour, and was paid on a weekly basis. Norcal employed Garcia as a commercial
6 driver and his responsibilities included transporting materials to-and-from job sites in Northern California,
7 unloading materials at the jobsite, and communicating with dispatch about his routes and assigned
8 locations. Garcia shifts were often between 12-18 hours a day, and Garcia worked about 60 hours per
9 week.

10 8. Plaintiff Miguel Angel Gonzalez Ochoa (“Ochoa”) was employed by Defendants from
11 December 7, 2020, to May 9, 2022. Plaintiff Ochoa worked as a cement finisher. His job duties consisted
12 of installing and finishing cement coatings on pools at outdoor work locations in California, primarily in
13 the Central Valley. Ochoa was classified as a non-exempt employee, earned an hourly rate between \$18.00
14 and \$23.00 per hour, and was paid on a weekly basis. Plaintiff Ochoa typically worked a minimum of 12
15 hours per day, Monday through Friday, and between 50 and 60 hours per week.

16 9. On December 23, 2021, Plaintiff Garcia satisfied the procedural requirements of California
17 Labor Code section 2699.3 by serving written notice of wage and hour violations and applicable penalties
18 upon the California Labor and Workforce Development Agency (“LWDA”) and Defendant.

19 10. Plaintiff Garcia filed the initial class action complaint on February 10, 2022, in Santa Clara
20 County, Case No. 22CV394263. The Complaint alleged violations of the Labor Code on behalf of the
21 State of California, the general public, and all aggrieved employees, and sought civil penalties pursuant
22 to PAGA. The complaint alleges all Class Members were subject to the same or similar policies and
23 practices and were denied certain rights afforded by California law.

24 11. On April 11, 2022, Plaintiff Garcia filed a First Amended Complaint, adding a cause of
25 action for Failure to provide Recovery Periods, and a representative claim for civil penalties under PAGA,
26 Labor Code Section 2698.

27 12. On June 10, 2022, Plaintiff Garcia filed and served a second LWDA notice, therein alleging
28 additional facts and legal theories for additional violations of California’s Labor Code.

1 13. On September 14, 2022, Plaintiff Garcia filed a Second Amended Complaint to include the
2 additional facts and theories set forth in the second LWDA correspondence.

3 14. On June 10, 2024, Plaintiff Garcia sought leave to file a Third Amended Complaint to add
4 an additional Plaintiff and class representative—Miguel Angel Gonzalez Ochoa. The court granted leave,
5 and Plaintiffs filed a Third Amended, and now operative Complaint on January 22, 2025.

6 15. The operative complaint contends that during the relevant time period, they and all other
7 similarly situated non-exempt employees were subject to Defendants’ uniform policies and practices that
8 violated the California Labor Code and Industrial Welfare Commission Wage Orders. Specifically,
9 Plaintiffs allege that Defendant: (1) failure to provide meal periods and/or timely pay premium wages; (2)
10 failure to provide rest periods and/or timely pay premium wages; (3) failure to provide recovery periods
11 and/or timely pay premium wages; (4) failure to pay all minimum and/or regular wages; (5) failure to pay
12 all overtime wages; (6) failure to reimburse necessary business expenses; (7) failure to maintain accurate
13 records; (8) failure to furnish accurate itemized wage statements; (9) failure to pay all wages due and
14 owing upon separation of employment and/or the required waiting time penalties; (10) violation of
15 California’s unfair competition law; (11) claims for civil penalties under the private attorneys general act.

16 16. Plaintiffs engaged in extensive formal discovery and investigation. After engaging in
17 significant motion practice, including several motions to compel further responses to discovery, the parties
18 agreed to participate in private mediation.

19 17. On April 16, 2024, the parties participated in private mediation with experienced and well-
20 regarded wage and hour class action mediator Scott Markus. The parties did not settle at the mediation
21 but agreed to continue the settlement discussions.

22 18. On September 5, 2024, the Court granted a Motion to be Relieved as Counsel filed by
23 Defendants’ prior counsel Karin Cogbill of Jackson Lewis PC.

24 19. On January 6, 2025, Defendants substituted Michael Manoukian of the law office Lathrop
25 GPM LLP as counsel.

26 20. This case has been vigorously litigated for nearly five years, from the initial filing of the
27 Complaint through extensive written discovery, and multiple pleading iterations. The Settlement
28 represents a fair and reasonable resolution of the claims asserted on behalf of the Settlement Class and

1 PAGA Aggrieved Employees.

2 **DISCOVERY AND INVESTIGATION**

3 21. My firm conducted a thorough investigation into the facts and claims raised by this Action,
4 as well as the applicable law related thereto.

5 22. On August 1, 2022, Plaintiffs propounded a first Special Interrogatories and Requests for
6 Production on both Defendants, respectively. The written discovery sought data and documents including
7 all payroll records, wage statement, timekeeping records, internal policies and procedures, and the names
8 and contact information for alleged aggrieved employees.

9 23. On October 10, 2022, Defendants provided their initial verified responses and made a
10 corresponding document production on December 6, 2022, and December 14, 2022. The document
11 production included all available time and pay records, job descriptions, employee handbooks and other
12 written policies, sample meal break waivers, internal communication records, safety training sign-in
13 sheets.

14 24. In March 2023, Defendant produced a list of class contact information following the
15 execution of a *Belaire-West* Notice. The Defendant identified approximately 585 non-exempt employees,
16 of which 504 were former employees at the time. After sending the *Belaire-West* notice, Plaintiff obtained
17 the contact information for 465 of these employees.

18 25. On July 17, 2023, Plaintiff propounded a set of Form Interrogatories, a first set of Requests
19 for admission, and a second set of Requests for Production and Special Interrogatories upon Defendant
20 Norcal. The discovery sought documents and information regarding meal, rest, and recovery premiums
21 paid to class members, reimbursement practices, timekeeping practices, audit trails and policies regarding
22 changes made to employee time records, and identification of project worksites during the class period,
23 among other things. Norcal provided its verified responses on September 8, 2023 and made a
24 corresponding document production on September 21, 2023.

25 26. On August 31, 2023, Plaintiff Garcia propounded a third set of Special Interrogatories

26 27. On November 8, 2023, Plaintiff Garcia propounded a third set of Requests for Production
27 of Documents seeking copies of the purported arbitration agreements allegedly signed by class members
28 and the time and pay records for Plaintiff Ochoa.

28. On May 31, 2024, Plaintiff Garcia propounded a fourth set of Requests for Production of Documents seeking copies of purported internal policy acknowledgments allegedly signed by class members.

29. Defendant made objection-only responses to requests for production Sets 3 and 4,

30. In October 2024 Plaintiffs moved to compel further responses to Special Interrogatories Set 2 and Requests for production, Sets 2, 3, and 4.

31. In March 2025, the Parties stipulated to continue the hearings on the motions so that the parties could focus efforts on settlement discussions. The motions were withdrawn when this settlement was reached in principle in July 2025.

32. As part of the settlement discussions, Defendants also informally produced several financial records pertaining to both Defendants including Balance Sheets and Profit and Loss statements for years 2023-2025 for Norcal, corporate tax returns for years 2023 and 2024 for Norcal, and tax returns for years 2021-2024 for Mr. Negrete.

33. Overall, Defendants produced voluminous documents and data, which established a liability foundation for Plaintiffs' claims.

34. Norcal's time records revealed about 80 percent of shifts had one or more meal period violations during the class period — with approximately 87 percent of pre-2022 shifts showing no meal period recorded by the sixth or eleventh hour of work. Norcal confirmed through verified discovery responses that it had a uniform policy of automatically deducting 30 minutes (and an additional 30 minutes for shifts over 10.5 hours) from employees' daily wages for meal periods, regardless of whether a meal period was actually taken — a practice in effect from before the start of the class period through October 21, 2022.

35. Because non-exempt employees averaged 10.21 hours per shift (i.e. 2.21 hours of overtime), this auto-deduct policy directly resulted in the unlawful withholding of overtime wages.

36. On heat illness, Norcal had no written policies, procedures, or training of any kind relating to recovery periods or heat illness prevention until May 2022, and Norcal has confirmed it never paid meal, rest, or recovery period premiums to any putative class member at any point during the class period.

37. Additionally, my firm conducted detailed fact-finding interviews with numerous putative

1 class members regarding their employment with Defendants to further assess the relative strengths and
2 weaknesses of the claims asserted, the majority of whom indicated a willingness to provide a sworn
3 declaration in support of Plaintiffs' claims.

4 a. The class members interviewed reported experiencing meal period violations, rest
5 period, and recovery period violations during their employment. The interviews
6 corroborated the patterns of violations identified through the documents and provided
7 critical context regarding Defendant's operational practices and production pressures
8 that led to the violations, as follows: 82% of the witnesses interviewed reported issues
9 taking compliant meal periods.

10 b. Employees who worked as drivers further reported that Defendants installed cameras
11 and trackers on work trucks to monitor and reprimand those who attempted to stop for
12 breaks.

13 c. 85% of employees interviewed reported working through rest periods.

14 d. 71% of those interviewed who worked outside in heat of 80 degrees or warmer stated
15 they were never permitted to take a recovery period, and several employees describe
16 heat-related illnesses including severe cramps and vomiting.

17 38. In preparation for mediation, my firm prepared a comprehensive mediation brief that
18 outlined the relevant factual and legal issues, contained a detailed analysis of the time and payroll records,
19 and presented a breakdown of the liability exposure for Defendant if Plaintiffs were to succeed on each of
20 the claims at trial. The mediation brief also summarized the witness interviews and provided detailed
21 damages calculations for each alleged violation.

22 39. I believe the documents and information exchanged and analyzed by the parties throughout
23 this litigation, as well as the parties' discussions during mediation and subsequent negotiations, were
24 sufficient for the parties to make an informed decision about a fair resolution of this Action. The extensive
25 discovery conducted provided Class Counsel with the information necessary to thoroughly evaluate the
26 strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, and to assess the appropriate
27 settlement value.

28 ///

MEDIATION

40. On April 16, 2024, the parties participated in a full-day mediation session with Scott Markus, an experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters.

41. During the mediation session, the parties engaged in good-faith, non-collusive negotiations wherein the parties exchanged extensive information regarding Defendant's realistic damages exposure in this matter, discussed the relative strengths and weaknesses of Plaintiffs' claims, considered the risks and delays of further litigation, and contemplated the difficulty Plaintiffs may have in obtaining and maintaining class certification of each claim. The parties' negotiations were conducted at arm's length between highly experienced counsel, with each side vigorously advocating for their respective positions while working toward a mutually acceptable resolution.

42. Mediator Markus's role in mediating this case was helpful in managing the parties' expectations and providing a useful and neutral analysis of the issues and risks to all parties.

43. Although negotiations were hard fought, the parties did not settle during the mediation.

44. Shortly after the substitution of counsel in January 2025, the parties participated in an extensive meet and confer call and agreed to re-engage in settlement negotiations. In the months following, the parties exchanged several additional documents and information to substantiate Defendants' alleged inability to pay a class action settlement.

45. For example, Defendants informally produced several financial records pertaining to both Defendants including Balance Sheets and Profit and Loss statements for years 2023-2025 for Norcal, corporate tax returns for years 2023 and 2024 for Norcal, and individual tax returns for years 2021-2024 for Mr. Negrete. These records were extensively reviewed before Plaintiffs agreed to a reduced class action settlement.

46. The parties engaged in further settlement discussions and on July 11, 2025, the Parties agreed to settle the Class and PAGA claims alleged in the operative Complaint.

47. Thereafter, the parties negotiated and finalized the terms of the long-form Class Action and PAGA Settlement Agreement, which was executed on June 30, 2026. In accordance with California Labor Code section 2699(1)(2), a copy of the notice and the Settlement, along with a copy of this Motion, was

submitted to the LWDA June 30, 2026.

48. At all times, the parties' negotiations were hard-fought and conducted at arm's length between attorneys with substantial wage and hour class action experience, and the settlement is evidence of the parties' substantial efforts to reach a mutually agreeable compromise.

Evaluation of Claims for Settlement Purposes

49. I believe the \$420,000 settlement provides a real and substantial benefit to the Settlement Class and PAGA Aggrieved Employees, considering the highly disputed nature of the claims, the risk of obtaining and maintaining class certification, the significant defenses available to Defendants, and the likelihood that the Court would reduce the amount of any civil penalties awarded.

50. My firm's determination of the fair value of the settlement was based on a number of factors, including careful consideration of the strength of the case versus the amount offered in settlement; the risk, expense, complexity, and likely duration of litigation and of maintaining class certification through trial; the present state of the law as it applies to wage and hour class actions; the burdens of proof necessary to establish liability against Defendants; and Defendants' precarious financial state as demonstrated by the financial records produced by both Defendants during settlement negotiations.

51. In my experience, the amount of the proposed settlement is well within the range of amounts received in other wage and hour class actions of comparable size and complexity.

52. Throughout the course of this litigation, Defendant has consistently denied (a) all of the material allegations in the operative complaint; (b) that it violated any applicable laws; (c) that it is liable for damages, restitution, penalties, interest, attorneys' fees, costs, or for any other remedy sought by Plaintiffs; and (d) that class certification and representative treatment are appropriate as to the claims asserted in the operative complaint. Defendant contends that at all times, the company's policies, practices, and procedures complied with California law.

53. The maximum value of Plaintiffs' claims, assuming complete and total success on every disputed point, has been calculated to be approximately \$16,173,926.89, with an additional \$17,670,000.00 in PAGA penalties. The calculation of damages and penalties is based on the formal and informal discovery, comprehensive analysis of Defendant's time and payroll records, and a thorough understanding of the strengths and weaknesses of each claim.

54. In calculating Defendant's maximum potential exposure in this matter, my firm assumed that class certification would be granted in its entirety, that Plaintiffs would prevail on each and every claim at trial, that the Court would award the maximum statutory penalties, and that Plaintiffs would recover the full amount of damages and civil penalties sought.

55. This calculation also assumes that everything would go perfectly for Plaintiffs at every stage of litigation. Thus, the maximum possible exposure was premised on an inflated "everything goes right" scenario for each and every claim.

Maximum Exposure Calculations

Class Calculations:

56. **Meal Period Claims:** Plaintiffs' meal period claim is premised on Defendant's alleged failure to provide compliant meal periods to Class Members. If completely successful on this claim, Plaintiffs would be entitled to approximately \$ 4,859,606.40 in meal period premiums. This is based on the estimated 59,544 workweeks worked during the Class Period, an average of 4 shifts per week¹, a premium pay at the average hourly rate of \$25.50, and a violation rate of 80% as reported by the witnesses during their interviews (59,544) x (4) x (25.50) x (80%). The calculation assumes that for each day in which a violation occurred, Settlement Class Members would be entitled to one hour of premium pay, or 4 hours of premium pay a week. The damages calculation also assumes meal break violations without accounting for Defendants' alleged meal break waivers.

57. **Rest Period Claims:** Plaintiffs' damages estimate for rest period violations is approximately \$ 5,163,331.80. This is based on the 59,544 workweeks worked during the Class Period, an average of 4 shifts per workweek, a premium pay at the average hourly rate of \$25.50 (using the named Plaintiffs' hourly rates), and a violation rate of 85% as reported by the witnesses during their interviews. The calculation assumes that for each day in which a violation occurred, Settlement Class Members would be entitled to one hour of premium pay, or four hours of premium pay a week.

58. **Recovery Periods Claims:** Plaintiffs' damages estimate for recovery period violations is approximately \$ 297,650.89. This is based on 49% of the employees working outdoors in the sun, which

¹ The time records reviewed showed that class members on average worked a total of 4 shifts a week and that approximately 98% of the total shifts were longer than 6 hours. The average shift length for the class was 9.67 hours.

Plaintiffs estimated worked approximately in 29,181 workweeks during the Class Period. Plaintiffs estimated approximately 40% of the workweeks (or 11,672 workweeks) for the employees working outdoors had at least one shift in which the temperature exceeded 80 degrees Fahrenheit estimated at least one premium pay at the average hourly rate of \$25.50, and a violation rate of 100%. The calculation assumes that for each workweek in which a violation occurred, Settlement Class Members would be entitled to one hour of premium pay for recovery periods.

59. **Failure to Pay Overtime:** Plaintiffs estimated damages for unpaid overtimes wages due to Defendants' illegal shaving and auto-deduct policies for hours worked during on-duty meal breaks and off-the-clock at approximately \$ 2,457,897.80. This calculation is based on the 59,544 workweeks worked during the class period, of which 83% of the workweeks had at least one shift over 8 hours, an average of 2 hours of unpaid overtime per work week, an average overtime rate of \$38.25 and a violation rate of 65%.

60. **Failure to Reimburse Business Expenses:** Plaintiffs estimated damages for unreimbursed business expenses at approximately \$595,440. Plaintiffs' claim for failure to reimburse necessary business expenses is based on a 100% violation rate, reflecting Defendant's failure to reimburse employees for required use of personal cell phones for work-related communications. The calculation assumes a reimbursement rate of \$10 per workweek.

61. **Wage Statement Statutory Penalties:** Plaintiffs' estimated damages for Defendant's failure to provide accurate itemized wage statements are approximately \$2,800,000.00. This calculation is based on 700 Class members, and the maximum \$4,000 per Class Member, and assumes a 100% violation rate.

62. Thus, the maximum possible damages owed to the Settlement Class claims amount to approximately \$36,357,771.00, calculated as follows:

\$4,859,606.40	(Class Meal Period Damages)
+ \$5,163,331.80	(Class Rest Period Damages)
+ \$297,650.89	(Class Recovery Period Damages)
+ \$2,457,897.80	(Class Unpaid Overtime Damages)
+ \$595,440	(Class Reimbursement Damages)

+2,800,000.00 (Wage Statement Statutory Penalties)

= \$16,173,926.89 Maximum Class Damages

PAGA Penalties:

63. Plaintiffs' estimate of the maximum amount of civil penalties recoverable under PAGA is approximately \$17,670,000.00. This calculation again assumes complete success on all claims and the "stacking" of recoverable civil penalties. This estimate is calculated based on Plaintiffs' claims of alleged violations of Labor Code during the PAGA Period of December 7, 2020 to December 31, 2025, and the applicable civil penalties as dictated by the Labor Code. The calculation is premised on an estimated 38,000 PAGA Pay Periods at issue.²

64. I used the following methodologies to calculate the potential civil penalties owed by Defendant for the asserted Labor Code violations under PAGA:

65. **Meal Period PAGA Penalties:** Based on Labor Code sections 226.7 and 512 and applicable civil penalty provisions under sections 558 and 2699(f), the maximum civil penalties for meal period violations are estimated at \$3,040,000. This calculation multiplies the number of PAGA Pay Periods (38,000) by the applicable initial penalty rate (\$100 per pay period under section 2699(f)) and an 80% violation rate

66. **Rest Period PAGA Penalties:** Based on Labor Code section 226.7 and the applicable civil penalty provisions under Labor Code section 2699(f), the maximum civil penalties for recovery period violations are estimated at **\$3,230,000.00**. This calculation multiplies the number of PAGA Pay Periods (38,000) by the \$100 initial penalty under Labor Code section 2699(f), multiplied by an estimated violation rate of 85%.

67. **Recovery Period PAGA Penalties:** Based on Labor Code section 226.7 and the applicable civil penalty provisions under Labor Code section 2699(f), the maximum civil penalties for recovery period violations are estimated at **\$1,520,000.00**. This calculation multiplies the number of PAGA Pay Periods (38,000) by the \$100 initial penalty under Labor Code section 2699(f), multiplied by an estimated violation rate of 40%

² Aggrieved Employees were paid on a weekly basis.

68. **Overtime PAGA Penalties:** Based on Labor Code section 510 and applicable civil penalty provisions under sections 558 and 2699(f), the maximum civil penalties for overtime violations due to regular rate miscalculations are estimated at \$2,470,000. This calculation multiplies the number of PAGA Pay Periods (38,000) by the applicable penalty rate of \$100, and a 65% violation rate.

69. **Business Expense Reimbursement PAGA Penalties:** Based on Labor Code section 2802 and section 2699(f), the maximum civil penalties for failure to reimburse business expenses are estimated at \$3,800,000, assuming a 100% violation rate for all PAGA Pay Periods.

70. **Wage Statement PAGA Penalties:** Based on Labor Code sections 226 and 226.3, the maximum civil penalties for wage statement violations are estimated at \$3,800,000. This calculation uses the section 226.3 penalty of \$100 per initial violation and assumes a 100% violation rate.

71. Thus, the possible civil penalties owed for Defendant's Labor Code violations amounted to \$17,670,000.00, calculated as follows:

\$3,040,000.00	(Meal Period PAGA Civil Penalties)
+ \$3,040,000.00	(Rest Period PAGA Civil Penalties)
+1,520,000.00	(Recovery Period PAGA Civil Penalties)
+ \$2,470,000.00	(Overtime Regular Rate PAGA Civil Penalties)
+ \$3,800,000.00	(Failure to Reimburse PAGA Civil Penalties)
+ \$3,800,000.00	(Wage Statement PAGA Civil Penalties)
= \$17,670,000.00	

72. Plaintiffs' \$17,670,000.00 estimate of the maximum amount of civil penalties recoverable under PAGA is also based on an "everything goes right" scenario and is vulnerable to substantial devaluation through the course of continued litigation.

73. Furthermore, as with the imposition of any penalties under PAGA, there is a very real risk that the Court may further reduce Plaintiffs' estimated amount under Labor Code § 2699(e)(2), and it was likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award as "unjust, arbitrary, and oppressive, or confiscatory." See *Amaral v. Cintas Corp.* No. 2 163 Cal.App.4th 1157, 1213 (2008).

74. I believe the settlement for Plaintiffs' PAGA claims in the amount of \$20,000.00 is

1 reasonable under the circumstances. This amount represents 4.76% of the \$420,000.00 GSA and is within
2 the range of PAGA penalties routinely approved by California courts. The parties negotiated a good faith
3 amount for PAGA penalties, which was not the result of self-interest at the expense of Settlement Class
4 Members. See, e.g., *Carrington v. Starbucks Corp.* 30 Cal.App.5th 504, 528-529 (2018) [trial court only
5 awarded 0.21%, or \$150,000, of the maximum penalty because imposing the maximum penalty would be
6 “unjust, arbitrary, and oppressive”]. It also ensures that a larger portion of the proposed settlement will go
7 to Settlement Class Members, while still serving the primary law enforcement objectives of PAGA.

8 75. The combined maximum exposure, calculated by adding the \$16,173,926.89 in potential
9 class damages to the \$17,670,000.00 in potential PAGA penalties, totals \$33,843,926.89.

10 **LITIGATION RISKS AND DEFENSES**

11 76. Although Plaintiffs maintain all claims are meritorious and believe they would have
12 prevailed had they taken the issues to trial, Plaintiffs acknowledge that Defendant possesses legitimate
13 defenses to liability, class certification, and manageability that would significantly reduce the value of the
14 claims.

15 **Class Certification Risk:**

16 77. With approximately 700 class members working at a multitude of jobsites throughout
17 northern California in various positions, Defendant could argue that individualized issues predominate
18 over common questions, potentially defeating class certification on some of the claims. Defendant could
19 contend that the experiences of class members varied significantly from jobsite to jobsite, pointing to
20 variations in how policies were implemented. Defendant could argue that individualized proof would be
21 required to determine which employees experienced violations and to what extent. The risk that class
22 certification could be denied or decertified justifies a substantial discount to the maximum exposure.
23 Particularly as to the Recovery period claim on the class-wide certification front, Norcal argues that the
24 recovery period claim is inherently individualized, requiring the Court to analyze it crew by crew, job site
25 by job site, and day by day — asking whether the temperature that day even triggered a recovery period
26 obligation, whether any employee actually sought and was denied a break, who denied it (and whether
27 that person was a fellow class member), and what shade or alternatives were available at each specific job
28 site. This individualization argument is central to Defendants’ strategy of defeating class certification

1 across all claims.

2 **Defendants' Defenses:**

3 78. Defendants deny all allegations and claim that they fully complied with California wage-
4 and-hour laws. Defendants contend that Plaintiffs' meal period, rest break, and recovery period claims
5 lack merit. Norcal points to its Employee Manuals, which contain arguably facially compliant meal and
6 rest break policies and argues that Plaintiff cannot demonstrate a uniform policy or practice impeding
7 breaks. Defendant's policies required employees to record meal periods, prohibited working during meal
8 periods, and instructed employees to notify supervisors if unable to take any meal or rest breaks.
9 Additionally, Norcal asserts that employees, including Plaintiffs, signed meal break waivers covering both
10 first and second meal periods.

11 79. As to wages, Defendants written policies also instruct employees to record all working
12 time. To the extent any employee performed work during breaks or off-the-clock, Defendants contend
13 such work was voluntary, performed without Defendants' knowledge or authorization, and would have
14 been compensated had Defendants been aware of it. Defendants also contend employees could review and
15 approve their own time records before payroll processing, and Defendants never automatically deducted
16 meal periods that were not taken, as field employees logged meals through dispatch or written logs, and
17 that all overtime was accurately tracked and paid at the correct rate.

18 80. On expense reimbursement, Norcal argues that Plaintiff was provided a company phone,
19 that the company maintained a supply of PPE for employee use, and that it reimbursed employees who
20 submitted proper receipts.

21 81. Defendant also maintains that some putative class members may be bound by arbitration
22 agreements containing class action waivers.

23 **Willfulness and Good Faith Defenses:**

24 82. Defendant could argue that any alleged wage statement violations or waiting time penalty
25 violations were neither willful, knowing, nor deliberate, which could preclude or reduce statutory penalties
26 and waiting time penalties. Defendant could point to its written policies, the complexity of wage and hour
27 law, the implementation of corrective measures (waivers) as evidence of good faith. While Plaintiffs
28 would counter that the roll out of waivers actually acknowledged the meal break violations existed and

782-783 (2002) [a mistaken belief that wages are not owed may negate a finding of willfulness];
Nordstrom Commissions Cases 186 Cal.App.4th 576, 584 (2010) [discounting penalties on a Section 203
claim because a “good faith dispute” existed regarding the claimed wages].)

Appeals and Delay:

86. Although the Parties have engaged in a significant amount of investigation, the Parties are
far from completing formal discovery. The Parties have not completed all written discovery, witnesses’
depositions, expert exchanges and depositions, and damages analysis for trial purposes, among others.
There would also be significant motion practice should the Parties proceed with litigation, including
motions to compel discovery, class certification, and respective dispositive motions. Even if Plaintiffs
were successful in obtaining class certification, prevailing at summary judgment, and obtaining a
favorable jury verdict, Defendant would likely appeal, resulting in a delay of several years before the case
could be finally resolved. The costs and expenses of continued litigation through trial, post-trial motions,
and appeals would be substantial and would reduce any ultimate recovery. Additionally, the delay would
deny class members relief for years.

Realistic Valuation After Discounts:

87. A more realistic valuation must account for the likelihood that class certification could be
denied (a risk), that Defendant may prevail on some or all claims at summary judgment or trial (a
significant risk), that damages would be reduced based on individualized proof showing that not all
violations occurred for all class members during all time periods (a near certainty), and that ongoing,
expensive litigation and appeals would be required before any recovery could be obtained (a certainty).

88. Applying appropriate discounts for the significant risks outlined above, first, assuming a
50% discount for class certification risk, the maximum class exposure of 16,173,926.89 is reduced to
approximately \$8,086,963.45.

89. Second, assuming an additional 50% discount for likely dispositive motion practice and
trial risks (reflecting the possibility that Defendant could prevail on some claims, that the jury could find
violations occurred less frequently than alleged, that some defenses have merit, and that the Court could
grant partial summary judgment), the realistic valuation is further reduced to approximately **4,043,481.72**.

90. Third, assuming an additional 75% reduction for PAGA penalties specifically (reflecting

1 the near certainty that the Court would reduce PAGA penalties as unjust, arbitrary, and oppressive,
2 consistent with established case law), the PAGA component of 17,670,000.00 would be reduced to
3 approximately **4,417,500.00**, which further reduces the overall realistic valuation.

4 91. Fourth, factoring in the costs of continued litigation (including expert witness fees,
5 deposition costs, trial preparation, appeals, and years of attorney time), which could easily exceed
6 \$500,000 to \$1,000,000, and the delay in recovery of several additional years, the realistic net present
7 value to class members is further reduced.

8 92. Lastly, the settlement must account for the real possibility that a large settlement in the
9 multi-millions may cause Defendants to go out of business, currently employed class members to lose
10 their jobs, and the class obtaining a judgment that it cannot collect.

11 93. Based on all of the above, I believe a more realistic valuation is between \$1,500,000.00
12 and \$2,000,000.00, which still does not account for the near certainty of an appeal.

13 **THE SETTLEMENT AMOUNT IS FAIR AND REASONABLE**

14 94. The \$420,000 settlement represents approximately 21%-28% of the realistic valuation of
15 \$1,500,000.00 to \$2,000,000.00 after applying appropriate discounts for litigation risks. This is a
16 reasonable and favorable result for the Settlement Class given the substantial risks outlined above.

17 95. The Settlement provides immediate and certain relief to approximately 700 class members
18 without the risks, costs, and delays of further litigation. Plaintiffs estimate the average Individual Class
19 Payment at approximately \$307.16 for each Class Member if all estimated 700 Class Members participate.

20 96. While the \$420,000,000 Gross Settlement Amount represents a significant discount on the
21 maximum theoretical exposure, this reduction represents a reasonable compromise considering the
22 substantial and significant risks that Plaintiffs and Settlement Class Members faced in this litigation.

23 97. Based on my experience litigating wage and hour class actions and my involvement in
24 numerous wage and hour class action settlements, I believe the Gross Settlement Amount is a fair and
25 reasonable compromise based on the strengths and weaknesses of the claims, Defendants' financial status,
26 the avoidance of further risk, and the avoidance of the time and expense of continued litigation.

27 **CLASS COUNSEL'S VIEW OF THE SETTLEMENT**

28 98. As set forth above, while the Gross Settlement Fund represents a significant discount on

1 the overall exposure to Defendant, assuming Plaintiffs prevail on all issues pertinent to class certification,
2 liability on all claims, and proven damages as estimated, this compromise is extremely reasonable
3 considering the substantial risks Plaintiffs and the class face on class certification, liability, damages, and
4 manageability.

5 99. In considering the adequacy and fairness of the proposed settlement, I acknowledged the
6 cost and delay of continued proceedings necessary to prosecute the action through trial and appeal and
7 carefully considered the uncertain outcome and the risks associated with any litigation, particularly
8 complex actions such as this. I am also mindful of the inherent problems of proof, and possible defenses
9 to the claims asserted in the lawsuit. Although Plaintiffs assert that Defendant is liable to all class members
10 for their unpaid wages, damages, and penalties, none of the claims are certain. While Plaintiffs believe
11 that the case possesses substantial merit, the litigation cannot legitimately be characterized as being one
12 without risk or that Plaintiffs would inevitably prevail fully at trial.

13 100. In the absence of a settlement, Plaintiffs and Class Members may not see any monetary
14 recovery for years. Granting approval of the settlement, however, would guarantee payment of the Gross
15 Settlement Fund of \$420,000.00, which would streamline the litigation process and provide prompt
16 payment to Participating Class Members. As demonstrated herein, the payments to Participating Class
17 Members are meaningful and provide the best resolution for this case considering the risks involved in
18 continuing litigation, the delay, and the expenses the parties will incur, and the fact that this Court has not
19 yet addressed the class certification, liability, and damages issues.

20 101. Each Participating Class Member will receive a *pro rata* portion of the settlement, such
21 that those who worked a greater number of workweeks during the Class Period, and who presumably
22 would have experienced more Labor Code violations, will receive a larger portion of the settlement.

23 102. Throughout this litigation, Defendant was represented by experienced counsel from
24 Lathrop GPM, who mounted a strong defense against the claims asserted herein.

25 103. Based on nearly five years of litigation experience in this case, extensive investigation and
26 discovery, a sophisticated evaluation of the claims through data analysis, and my firm's decades of
27 experience in wage and hour class actions, I strongly support this Settlement and believe it represents the
28 best possible outcome for the Settlement Class under the circumstances.

104. As set forth below, my firm is well qualified to evaluate the class claims and viability of defenses in this action based on our combined experience in other similar cases.

SETTLEMENT ADMINISTRATION AND NOTICE PROCEDURE

105. The parties agree that subject to the Court's approval, APEX Class Action, LLC ("Apex") will act as the Settlement Administrator in this matter. (SA § 7.1). In executing the Settlement Agreement, the parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with Apex, other than a professional relationship arising out of prior experiences administering settlements. (*Id.*)

106. My office has obtained a "not to exceed" bid from Apex which was the lowest bid amongst several settlement administrators. The bid represents Apex's agreement that, based on the class size and distributions under the terms of this Settlement, the costs for administration of the terms of this Settlement will not exceed a specified monetary amount, which in this case is \$10,490.00. (Declaration of Sean Hartranft "Hartranft Decl." Ex. B).

107. In my experience, the bid is reasonable based on the size of the class and the work required. The scope of work includes establishing a Qualified Settlement Fund, maintaining a settlement website and toll-free number, performing National Change of Address searches, conducting skip-tracing for undeliverable mail, translating the Class Notice to Spanish, mailing the Class Notice via first-class USPS, calculating individual payments, providing weekly reports to counsel, preparing the Exclusion List, filing declarations, and providing a final report.

108. The Administrator's settlement website will contain information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and Judgment. (SA § 7.8.1). The Administrator will also monitor the toll-free telephone number and email address to receive Class Member calls, faxes, and emails.

109. All of the awarded Settlement Administration Expenses will be paid from the Gross Settlement Amount. (SA § 3.1.3). Should the Court approve less than the amount requested in Settlement Administration Expenses, the difference shall be included in the Net Settlement Amount and distributed

1 to Participating Class Members. (*Id.*)

2 110. The proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing
3 Date for Final Court Approval (“Notice Packet”) is accurate and informative. It summarizes the lawsuit,
4 including the contentions and denials of the parties and the proceedings to date, in plain language and in
5 an informative and coherent manner.

6 111. The Notice Packet also fully informs class members of the terms and conditions of the
7 proposed settlement, of its effect on their rights, of their options (i.e., to object, opt out, and/or do nothing),
8 and of the consequences of exercising those options. The Notice Packet also outlines the procedure and
9 deadlines for opting out of the settlement, for submitting objections to the settlement, and how to receive
10 an Individual Settlement Payment and Individual PAGA Payment.

11 112. The Notice Packet further states the amount of the proposed Class Representative
12 Enhancement Payment to be paid to Plaintiff; states the amount of Class Counsel’s request for attorneys’
13 fees; states the maximum amount that Class Counsel may be awarded as reimbursement for litigation
14 costs; states the maximum amount to be paid to the Settlement Administrator; states that amount to be
15 allocated to the PAGA penalties; states the date, time, and place of the Final Approval Hearing; and
16 explains how class members can obtain additional information.

17 113. Furthermore, the Notice Packet also makes clear that the settlement does not constitute an
18 admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that the
19 final settlement approval decision has yet to be made.

20 114. The proposed Notice Packet, which calls for first-class mailed notice to all class members,
21 as well as in-depth skip tracing upon return of all undeliverable mailing, is consistent with class notices
22 approved by state and federal courts, and under the circumstances here, is the best notice practicable and
23 the method most likely to reach the greatest number of Settlement Class Members.

24 **CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS**

25 115. The Settlement Agreement provides for Class Representative Enhancement Payment in the
26 amount of \$7,500.00 and \$5,000.00 be paid to Plaintiff Garcia and Plaintiff Ochoa, respectively, which
27 will be in addition to their respective Individual Class Payments and Individual PAGA Payments that each
28 is entitled to receive as a Participating Class Member and PAGA Aggrieved Employee.

116. Plaintiff Garcia initiated this action by seeking legal assistance from Class Counsel in 2021-2022. Over the course of nearly five years, Plaintiff Garcia provided his employment file and documents; spent time conferring with counsel; prepared and reviewed PAGA notices to the LWDA and Defendant; assisted with the preparation of the Complaint; identified potential witnesses, including other Norcal employees; participated in written discovery by responding to interrogatories and document requests; made himself available for potential deposition; reviewed mediation materials; participated in mediation strategy; actively remained informed the litigation; and committed to actively prosecute the case on behalf of the Class had settlement not been reached. Plaintiff Garcia's participation was an essential element that allowed my firm to reach the proposed settlement on behalf of the Settlement Class.

117. Plaintiff Ochoa was added to the case in June 2024. He provided additional valuable testimony of the experience of the non-exempt employees working outdoors at the construction sites. Plaintiff Ochoa provided his employment records; conferred with counsel; assisted with the Third Amended Complaint; reviewed settlement terms; agreed to serve as class representative; actively remained informed of the litigation and committed to actively prosecute the case on behalf of the Class had settlement not been reached. Ochoa's participation was an essential element that allowed my firm to reach the proposed settlement on behalf of the Settlement Class.

118. While Plaintiff Ochoa's involvement was shorter in duration, his participation was crucial for adequate class representation and achieving the settlement.

119. Plaintiffs also assumed substantial risks by stepping forward as a class representative, including jeopardizing future employment prospects by being publicly associated with a lawsuit against their former employer.

120. Critically, as partial consideration for the Class Representative Enhancement Payment, Plaintiffs have also agreed to a broader general release of all claims against Defendant not just those alleged in the Operative Complaint and have expressly waived rights under California Civil Code section 1542, thereby releasing even unknown claims. This expansive release was not required of any other Class Members. (SA § 5.3).

121. I believe that the requested Class Representative Enhancement Payments requested are well within the range approved in similar cases and are fair and reasonable given each representative's

contributions, the risks they assumed, and the broader releases they provided.

ATTORNEY'S FEES AND COSTS

122. Class Counsel requests an attorneys' fee award in the amount of one-third of the Gross Settlement Amount (\$140,000.00) and reimbursement of actual litigation costs in an amount not to exceed \$25,000.00.

123. Pursuant to the Settlement Agreement, Defendant will not oppose Class Counsel's request for attorneys' fees provided that the Class Counsel Fees Payment does not exceed one-third of the Gross Settlement Amount. (SA § 3.1.2).

124. The fee and costs are warranted and reasonable because of the substantial work and effort incurred to achieve the settlement on behalf of the Settlement Class across nearly five years of litigation, and the real and monetary relief obtained. This work includes, *inter alia*, preparing pre-filing investigation including multiple records requests to Defendant; preparation and service of PAGA notices to the LWDA and Defendant; research and drafting of the initial Complaint and subsequent amendments; extensive written discovery; substantial meet-and-confer efforts to compel responses and resolve discovery disputes; analysis of voluminous document production including time and payroll records; conducting class member witness interviews; data analysis performed to identify violation patterns and calculate damages exposure; legal research; preparation of comprehensive mediation materials; participation in full-day mediation before Scott Markus; extensive post-mediation negotiations; preparation of Motion for Preliminary Approval; ongoing settlement administration; and anticipated work through final approval.

125. The fee request at final approval will be supported by a detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the amount of time worked on the various tasks performed on behalf of Plaintiff and the class.

126. Similarly, the costs request will be supported at the time of final approval with an explanation of the amount and nature of the costs incurred.

127. Although case law supports fee awards as high as 50 percent on common settlement funds of less than \$10 million, Class Counsel's request for an attorneys' fee award of \$140,000, representing 33 1/3% of the Gross Settlement Fund, is both reasonable and fair in light of the time, money, and effort invested in this case to date.

128. My firm has committed and continues to commit significant financial and staffing resources to the representation of class members. This work resulted in the proposed settlement, which provides significant benefits to the class. Moreover, my firm undertook this action on a contingency basis, thereby bearing all the costs of this very complex, risky, expensive, and time-consuming litigation.

129. In making a fee request in a class action case, I always analyze the factors that a court must consider in awarding fees. I believe that such circumstances exist here to justify the requested attorneys' fees award, including: (a) the work involved in achieving a favorable result for the class and bringing the action to an efficient conclusion; and (b) the associated risks to my firm in taking a matter on a contingent basis.

130. All costs incurred were necessary for the prosecution of this action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this, in which substantial discovery and investigation took place over the nearly five years since submission of the initial LWDA letter by Plaintiff Garcia. Class Counsel's request for reimbursement of actual litigation expenses, which counsel anticipates will not exceed \$22,000.00, is reasonable, and all costs were necessarily incurred in pursuit of the settlement.

131. I believe that the fees and costs requested are fair, reasonable, and necessarily incurred in pursuit of the settlement. I believe that the time spent working on this case by attorneys and paralegals at my firm reflect the reasonable and necessary amount of time to properly represent the interests of the class. Lastly, the requested fee percentage is within the range routinely approved by California courts in class action settlements.

PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE

132. For the purposes of settlement, Plaintiffs contend, and Defendant does not dispute, that provisional certification of the Settlement Class is appropriate. (SA § 11.1).

133. Defendants estimate a class size of approximately 700 Class Members who worked approximately 59,544 Workweeks during the Class Period.

134. The Settlement Class is defined as: "all current and former nonexempt employees of Defendants who performed work in California during the Class Period. (SA § 1.9). The Class Period is the period commencing February 10, 2018, to December 31, 2025, or the date upon which the Class

Members' workweeks equal to but do not exceed 59,544, whichever occurs first. (SA § 1.12).

135. The class definition is precise, objective, and ascertainable, and it makes abundantly clear who is a Class Member. Class Members can be identified easily by way of Defendant's personnel records maintained by Defendants which containing relevant information about Settlement Class Members, including, but not limited to, full names, last-known mailing addresses, Social Security numbers, dates of employment during the Class Period, and workweek data.

136. After reviewing the documents and data produced during the litigation, I believe common issues of fact and law predominate as to each of the claims alleged by Plaintiffs on behalf of Class Members, because the legality of Defendant's policies and practices are common questions applicable to all Class Members.

137. The challenged practices arise from Defendant's centralized timekeeping and payroll systems, centralized HR and payroll processing, uniform Employee Handbook policies, and company-wide practices regarding compensation, meal and rest period practices, business expense reimbursement, and wage statement content. For example, all non-exempt employees were covered by the same Employee Handbook and same policies regarding the payment of meal and rest premiums. In fact, Defendants' records and policies confirmed that Defendants never made a single meal or rest break payment to any class member up to April 2024. Similarly, all class members were subject to the same auto-deduct policy for meal periods.

138. The common questions of law and fact that affect the Settlement Class include, among others:

- a. Whether Defendant failed to provide Class Members with meal periods, and/or premium pay for missed or deficient meal periods;
- b. Whether Defendant failed to provide Class Members with rest periods, and/or premium pay for missed or deficient rest periods;
- c. Whether Defendant failed to provide Class Members with recovery periods, and/or premium pay for missed or deficient rest periods;
- d. Whether Defendant failed to pay Class Members all wages for time worked include regular, minimum, and overtime wages;

- e. Whether Defendant failed to reimburse Class Members for required necessary business expenses including use of personal cell phones, among others;
- f. Whether Defendant failed to provide accurate wage statements to Class Members showing hours worked, rates paid, and premiums owed; and
- g. Whether Defendant failed to timely pay all wages due and owing upon separation of employment and/or waiting time penalties where applicable.

139. These common questions arise from Defendant's uniform policies and practices that affected all non-exempt employees in California during the Class Period

140. At all times during their employment with Defendant, Plaintiffs performed the same or similar duties as other Settlement Class Members and contend that they are similarly situated with other Settlement Class Members.

141. Both named Plaintiffs allege to have experienced the meal and rest break violations alleged on behalf of the class. They worked under the same timekeeping systems and faced the same policies and practices regarding timekeeping. They were subject to the same wage statement practices and the same payroll system. They allege that they were all required to use personal cell phones for work purposes without reimbursement.

142. Therefore, Plaintiffs' claims are typical of the Settlement Class they seek to represent because they were subject to the same alleged illegal policies, procedures, practices, and course of conduct as other Settlement Class Members.

143. Plaintiffs have no conflict of interest with the Settlement Class and have, along with Class Counsel, worked toward a positive resolution of the Actions, demonstrating their interest in prosecuting the Actions and dedication to obtaining the best possible recovery for the Settlement Class. (See Declarations of Plaintiffs concurrently filed herewith)

144. Plaintiffs' interests are fully aligned with those of the Settlement Class and are not antagonistic or in conflict with the Settlement Class Members' objectives. Plaintiffs seek the same relief sought by every other member of the Settlement Class—compensation for the alleged Labor Code violations they experienced during their employment with Defendant.

145. Plaintiffs' interests are co-extensive with those of the Settlement Class and Plaintiffs seek

1 relief identical to that sought by every other Settlement Class Member.

2 146. Because all Settlement Class Members need to demonstrate the same elements to recover
3 on their claims, the interests of Settlement Class Members are sufficiently aligned with those of Plaintiffs,
4 and Plaintiffs can be expected to pursue the interests of all Settlement Class Members adequately.

5 147. By consolidating 700 potential individual actions into a single proceeding, this Court's use
6 of the class action device enables it to manage this litigation in a manner that promotes a better use of the
7 time, effort, and expense for the litigants and the judicial system.

8 148. Absent class treatment, similarly situated employees with small, but nevertheless
9 potentially meritorious claims for damages would, as a practical matter, have no means of redress because
10 of the time, effort, and expense required to prosecute individual actions. Individual Settlement Class
11 Members' claims would be too small to justify the expense and burden of individual litigation. Class
12 treatment promotes judicial efficiency by resolving all claims in a single proceeding rather than through
13 hundreds of individual lawsuits.

14 149. Accordingly, I believe class treatment is superior to other available methods for the fair
15 and efficient adjudication of the controversy.

16 **CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS**

17 150. I have been a member of the American Bar Association since my admission to the Puerto
18 Rico Bar Association in January of 2006. I have been admitted to the New York State Bar since April of
19 2008 and a member of the State Bar of California since January of 2010. I further received a Master of
20 Law (LLM) with a concentration in Employment and Labor Law from the University of San Diego School
21 of Law in May of 2009. I have over 19 years of experience representing employees in employment
22 litigation and have worked exclusively with class and representative matters since joining ARCH Legal,
23 P.C. in January 2009.

24 151. In just the past seventeen years, I have been appointed as class counsel in the following
25 California Superior Court cases—*Chavez v. Real Time Staffing Services, Inc.*, which settled for \$1.9 million
26 on behalf of 3,120 class members, and Judge Medel awarded 35% in fees; *Escoto-Miranda v. Evans Tire*
27 *& Service Centers, Inc.*, which settled for \$800,000.00 on behalf of 450 class members, and Judge Strauss
28 awarded 33% in fees; *Subia v. National Securities Industries, Inc.*, in the Superior Court for the County

of Santa Clara, which settled for \$275,000.00 on behalf of 187 class members, and Judge Lucan awarded 30% in fees; *Flannery v. AGR Group*, which settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees; *Costa v. Altman Specialty Plants, Inc.*, which settled for \$1,000,000.00 on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees; *Stafford v. Dollar Tree Stores, Inc.*, which settled for \$4.6 million on behalf of approximately 5,000 class members, and Judge Paul L. Beeman awarded 33 and 1/3% in fees; *Digiaco v. Michael Castelli, Inc.*, in the Superior Court for the County of Riverside, which settled for \$225,000 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.

152. I have successfully tried wage and hour class actions and PAGA action and received favorable judgments before California state courts. I currently serves as counsel of record in the following class and representative actions *Justin Cole v. Talia First Class Limousines*, San Diego Superior Court (litigation ongoing); *Jesse Garcia v. Norcal Pool*, Santa Clara Superior Court (litigation ongoing); *Adela Hurtado v. Giuseppe's Cucina*, San Luis Obispo County Superior Court (litigation ongoing); *Luis Sedano v. Jalimex*, Santa Clara Superior Court (litigation ongoing); *Nellie Rincon v. Melin Enterprises, Inc.*, Merced County Superior Court (litigation ongoing); *Baltazar v. Ace Parking*, Superior Court for the County of San Diego (litigation ongoing); *Cervantes v. Terra Bella Nursery Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Cortes v. Option One Corporation*, Superior Court for the County of San Bernardino (litigation ongoing); *Eusebio, et al, v. Jiles Security*, Superior Court for the County of Riverside (litigation ongoing); *Goldman v. Bill Howe*, Superior Court for the County of San Diego (litigation ongoing); *Gomez v. RD Engineering*, Superior Court for the County of San Diego (litigation ongoing); *Hendrickson v. Walmart*, U.S. District Court for the Southern District of California (litigation ongoing); *King v. Creative Alternative for Learning & Living, Inc.*, Superior Court for the County of San Luis Obispo (litigation ongoing); *Lawson v. Executive Maintenance, Inc.*, Superior Court for the County of Orange (litigation ongoing); *Maharaj v. Charter Communications*, U.S. District Court for the Southern District of California (litigation ongoing); *Marquez v. Lava DS, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Pulley v. Rayne Dealership Corporation*, Superior Court for the County of San Diego (litigation ongoing); *Richards v. Guardian*, Superior Court for the County of San Diego (litigation ongoing); *Ruelas v. Bank of Southern California, N.A.*, Superior Court for the County

1 of San Diego (litigation ongoing); *Soberanis v. Restaurant Acapulco*, Superior Court for the County of
2 Orange (litigation ongoing); *Soltero v. Stericycle*, Superior Court for the County of San Diego (litigation
3 ongoing).

4 153. Ommar Chavez was admitted to the State Bar of California in June 2020. Mr. Chavez has
5 represented employees in class and representative actions and has assisted in a number of class and/or
6 representative action cases, including, but not limited to, *Justin Cole v. Talia First Class Limousines*, San
7 Diego Superior Court (litigation ongoing); *Jesse Garcia v. Norcal Pool*, Santa Clara Superior Court
8 (litigation ongoing); *Adela Hurtado v. Giuseppe's Cucina*, San Luis Obispo County Superior Court
9 (litigation ongoing); *Medina v. A & T Restaurant*, San Diego County Superior Court (litigation ongoing);
10 *Luis Sedano v. Jalimex*, Santa Clara Superior Court (litigation ongoing); *Nellie Rincon v. Melin*
11 *Enterprises, Inc.*, Merced County Superior Court (litigation ongoing), *Andrew Williams v. The Michaels*
12 *Organization, LLC*, San Bernardino County Superior Court, (litigation ongoing); *Clara Florez v.*
13 *Universal Packaging West*, Riverside County Superior Court, (litigation ongoing); *Israel Gonzalez v.*
14 *Dyma Brands, Inc., et al.* Tulare County Superior Court (litigation ongoing); *Oscar Serna v. Arena Stuart*
15 *Rentals, inc.*, Santa Clara County Superior Court (litigation ongoing); *Juan Lopez v. Foley Family Wines,*
16 *Inc.*, Sonoma County Superior Court (litigation ongoing).

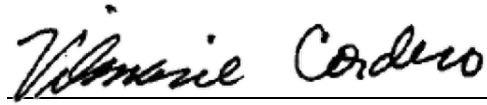
17 154. The other attorneys in my firm and I have considerable experience handling complex cases
18 with claims similar to those asserted in this matter and together have successfully represented tens of
19 thousands of employees in state and federal courts throughout California. Over the past ten years, my firm
20 has been appointed as class counsel and received adequate and fair settlements in over 100 lawsuits in the
21 district and state courts of California with claims similar to those presented here. Additionally, my firm
22 currently serves as plaintiff's counsel for approximately thirty wage and hour class and representative
23 employment law cases. A list of the cases in which my firm has served as class counsel or currently serves
24 as counsel for plaintiffs in employment actions pending throughout California is attached hereto as
25 **Exhibit 3** and incorporated herein by reference.

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1 I declare under penalty of perjury under the laws of the state of California and the United States
2 that the foregoing is true and correct. Executed on June 30, 2026, in San Diego, California.

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5 Vilmarie Cordero
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jessie Garcia and Miguel Angel Gonzalez Ochoa (“Plaintiffs”) and Defendants Norcal Pool Construction, Inc. and Gustavo Negrete Rodriguez (collectively referred to herein as “Norcal”). The Agreement refers to Plaintiffs and Norcal collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Norcal captioned initiated on and pending in Superior Court of the State of California, County of Santa Clara, Case No. 22CV394263, initiated on February 10, 2022.
- 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by Norcal in California and classified as a nonexempt employee who worked for Norcal during the PAGA Period (defined below).
- 1.5 “Class” means all current and former nonexempt employees of Defendants who performed work in California during the period commencing February 10, 2018, to December 31, 2025, or the date upon which the Class Members’ workweeks equal to but not exceed 59,544, whichever occurs first.
- 1.6 “Class Counsel” means the law firm of ARCH Legal, P.C., including attorneys Vilmarie Cordero, and Ommar Chavez.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Norcal’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period commencing February 10, 2018 to December 31, 2025, or the date upon which the Class Members’ workweeks equal to but not exceed 59,544, whichever occurs first.
- 1.13 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Santa Clara.
- 1.16 “Norcal” means named Defendants Norcal Pool Construction Inc. and Gustavo Negrete Rodriguez collectively.
- 1.17 “Defense Counsel” means the law firm Lathrop GPM LLC, including attorney Michael Manoukian.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$420,000.00 which is the total amount Norcal agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class

Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.26 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Norcal for at least one day during the PAGA Period.
- 1.30 "PAGA Period" means the period from December 7, 2020, to December 31, 2025.
- 1.31 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.32 "PAGA Notice" means Plaintiffs' December 23, 2021, letter to Norcal and the LWDA and Plaintiffs' June 10, 2022, amended letter to Norcal and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.33 "PAGA Penalties" means the total amount of \$20,000.00 paid as PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.35 “Plaintiffs” means Jessie Garcia and Miguel Angel Gonzalez Ochoa, the named plaintiffs in the Action.
- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.5 below.
- 1.40 “Released Parties” means Norcal and each of its and their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for Norcal for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On February 10, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Norcal for violations of California’s Labor Code and a claim for civil penalties under PAGA. On April 11, 2022, Plaintiff filed a First Amended Complaint alleging similar causes of action against Norcal. On September 7, 2022, Plaintiff filed a Second Amended Complaint against Norcal. On January 22, 2025, Plaintiff filed a Third Amended Complaint against Norcal. The Third Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Norcal denies the allegations in the Operative Complaint, denies any failure to comply with the

laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Norcal and the LWDA by sending the written PAGA Notice correspondence.
- 2.3 The Parties engaged in extensive formal discovery immediately after the filing of the Complaint. Between August 9, 2022 and November 8, 2023, Plaintiff propounded written discovery consisting of three sets of special interrogatories, three sets of document requests, and one set of requests for admission. Plaintiff requested, among other things, Plaintiffs' entire personnel file, the identity of and contact information for putative class members, time records, payroll records, wage statements, information related to premium payments, arbitration agreements, and Defendants' employment policies.
- 2.4 The Parties agreed to participate in private mediation and selected experienced mediator Scott Markus, Esq.
- 2.5 Prior to participating in mediation, Plaintiffs obtained, through formal and informal discovery, all applicable written policies and procedures, a sampling of class member time and pay records, and class members contact information pursuant to a *Belaire West* notice. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6 The parties participated in a full day private mediation on April 11, 2024. Although the Parties did not settle at mediation, the Parties agreed to continue settlement discussions.
- 2.7 The Parties continued settlement discussions until on or around September 5, 2024, when Defendants' prior attorney of record at the time requested to be relieved from representing Defendants due to Defendant's inability to continue paying for representation
- 2.8 Thereafter, Plaintiffs continued litigating and filed several motions to compel further responses to written discovery upon Defendants on October 23, 2024, and November 13, 2024.
- 2.9 On January 6, 2025, and prior to the hearing on Plaintiffs' Motions to Compel, Michael Manoukian of the law office Lathrop GPM LLP contacted Plaintiffs' counsel to advise he was retained by Defendants in this matter for the limited purpose of attempting to negotiate a resolution of the Action.
- 2.10 Since then, the Parties have participated in several written and telephonic meet and conferences to discuss the case and re-engaged in settlement negotiations. Among others, Defendants agreed to produce, and did produce subject to the Stipulated Protective Order, several financial documents, and tax returns filed by both the Corporate and individual Defendants for past years.

- 2.11 After review of the financial records produced, and significant additional settlement discussions, the parties agreed to enter into this Settlement.
- 2.12 The Court has/has not yet granted class certification.
- 2.13 The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

Gross Settlement Amount. Norcal promises to pay a \$420,000.00 and no more as the non-reversionary Gross Settlement Amount. The Gross Settlement Amount does not include Defendants' share of all state and federal payroll taxes and withholdings such as FICA, FUTA, UI, ETT, and SDI ("Payroll Taxes") on the portion of Individual Settlement Payments allocated to wages made pursuant to this Settlement, which will be paid separate and apart from the Gross Settlement Amount. Norcal has no obligation to pay the Gross Settlement Amount prior to the Effective Date and pursuant to the payment schedule outlined in Paragraphs 4.2 and 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Norcal.

- 3.1 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.1.1 To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$12,500.00 (\$7,500.00 for Plaintiff Jessie Garcia, and \$5,000.00 for Plaintiff Miguel Angel Gonzalez Ochoa, in addition to any Individual Class Payment or PAGA Payment the Class Representative is entitled to receive as a Participating Class Member or Aggrieved Employee). Norcal will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs respectively assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
 - 3.1.2 To Class Counsel: Class Counsel will request and Defendants will not oppose, payment of Class Counsel Fees in an amount of 1/3 of the Gross Settlement Amount, or \$140,000.00, and reimbursement of all reasonably incurred Litigation Expenses in this Action of not more than \$25,000.00. Norcal will not oppose

requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed among Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Norcal harmless, and indemnifies Norcal, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.1.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,490.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.1.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2 Tax Allocation of Individual Class Payments: 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 75 % of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties, etc.] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.3 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.
 - 3.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties

(\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Norcal will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Norcal has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Norcal must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. The Gross Settlement Amount will be paid by Norcal into the Qualified Settlement Fund created by the Settlement Administrator as follows:

1. \$200,000.00 will be paid towards the Gross Settlement Amount within fifteen (15) days following the Final Approval of the settlement.
2. \$110,000.00 will be paid within one-hundred eighty (180) days following the Final Approval of the settlement.
3. \$110,000.00 will be paid within three-hundred sixty (360) days following the Final Approval of the settlement.

If Norcal fails to make a payment under this funding schedule, Norcal shall be given written notice of such missed payment and will have twenty-one (21) days to cure. If Norcal fails to cure the missed payment within the twenty-one (21) days, Norcal will be in default, the entire outstanding balance of the Gross Settlement Amount will immediately come due and payable.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) days after Norcal fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.

- 4.4 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.
- 4.5 Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.6 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.7 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Legal Aid at Work which is consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no financial interest or financially beneficial relationship with the intended Cy Pres Recipient.
- 4.8 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Norcal to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1 Effective on the date when Norcal fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.2 Plaintiffs' Release. Plaintiffs and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to:

(a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during or related to the Action. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.3 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

- 5.4 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained or which could have been ascertained in the course of the Action. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.
- 5.5 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

6. MOTION FOR PRELIMINARY APPROVAL.

- 6.1 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.
- 6.2 Norcal’s Declaration in Support of Preliminary Approval. Within fifteen (15) days of the full execution of this Agreement, Norcal will prepare and deliver to Class Counsel a signed Declaration from Norcal and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In their Declarations, Defense Counsel and Norcal shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Plaintiffs’ Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator, and/or the Cy Pres Recipient; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator, and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.4 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval by code; obtaining a prompt hearing date for the Motion for Preliminary Approval, which is currently set for 1:30 p.m. on July 23, 2026 in Department 22 of the Superior Court of

California, County of Santa Clara; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC ("Apex") to serve as the Administrator and verified that, as a condition of appointment Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data. In the event that the maximum of 59,554 work weeks are reached before **December 31, 2026**, the Administrator will also revise the Class Notice to add the new Class Period end date—i.e. the date 59,554 workweeks was reached, but not exceeded—prior to the mailing of the Class Notice. Only Class members who worked within the Class Period, as revised, will receive a Class Notice and be covered by the Settlement Agreement.
- 7.4.2 Prior to mailing the Notice to Class Members, the Settlement Administrator shall perform a National Change of Address search and an Accurint (or substantially similar) in-depth skip trace to obtain the best possible address for Class Members.

- 7.4.3 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.4 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall undertake reasonable efforts to locate a current address including performing an Experian (or substantially similar) in-depth skip trace, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time
- 7.4.5 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.6 If the Administrator, Norcal or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their

representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.4 and 5.5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use a static website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received,

objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
 - 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
 - 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.
- 8. NORCAL’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Norcal may, but is not obligated, elect to withdraw from and void the Settlement. The Parties agree that, if Norcal withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant shall be solely responsible for paying all Settlement Administration Expenses incurred to that point in the event Defendant elects to withdraw the Settlement. Norcal must first pay all Settlement Administration Costs before any election to withdraw is valid or enforceable. Defendant must notify Class Counsel and the Court of its election to withdraw and of the payment of all pending Administration Costs not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five [5] days prior to filing the Motion for Final Approval if anything in the Motion for Preliminary Approval is inconsistent with the terms of the Settlement. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.1.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.1.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.1.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Norcal that any of the allegations in the Operative Complaint have merit or that Norcal has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Norcal's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Norcal reserves the right to contest certification of any class for any and all reasons, and Norcal reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Norcal's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Norcal and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Norcal and

Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Norcal, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Norcal nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Norcal in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Norcal unless, prior to the Court's discharge of the Administrator's obligation, Norcal makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Vilmarie Cordero

Ommar Chavez

Re: Garcia v. Norcal Pool Construction Inc.

ARCH Legal, PC
3555 Fifth Avenue Suite 200
San Diego, California 92103

To Norcal:

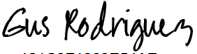
Michael Manoukian
Re: Garcia v. Norcal Pool Construction Inc.
Lathrop GPM LLP
70 South First Street
San Jose, CA 95113

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: June 29, 2026

Norcal Pool Construction, Inc.

Signed by:

121C9F1969E54AE...
By: Gustavo Negrete Rodriguez

DATED: June 29, 2026

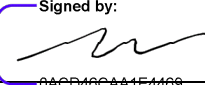
Gustavo Negrete Rodriguez

Signed by:

121C9F1969E54AE...
By: Gustavo Negrete Rodriguez

DATED: June 6/29/2026, 2026

Jessie Garcia

Signed by:
By: 
0ACD46CAA1E4409...
Plaintiff and Settlement Class, including PAGA
Settlement

DATED: June 6/29/2026, 2026

Miguel Angel Gonzalez Ochoa

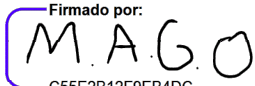
Firmado por:
By: 
C55E2B12F9EB4DC...
Plaintiff and Settlement Class, including PAGA
Settlement

EXHIBIT A

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

Garcia v. Norcal Pool Construction Inc. et al. | Superior Court of the State of California, County of Santa Clara, Case No. 22CV394263

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Norcal Pool Construction Inc. and Gustavo Negrete Rodriguez (“Norcal” and “Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Norcal employees Jessie Garcia and Miguel Angel Gonzalez Ochoa (“Plaintiffs”) and seeks back pay and Damages for a class of non-exempt, hourly employees who worked for Norcal during the Class Period of February 10, 2018 to December 31, 2025 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all nonexempt hourly employees who worked for Norcal during the PAGA Period of December 7, 2020 to December 31, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Norcal to fund Individual Class Payments, and (2) a PAGA Settlement requiring Norcal to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	[INSERT] (During Class Period)	[\$[INSERT]] (Individual Class Payment)
Aggrieved Employee	[INSERT] (During PAGA Period)	[\$[INSERT]] (Individual PAGA Payment)

Based on Norcal’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Norcal’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice for details.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do

not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: [INSERT DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 3, paragraph 10 of this Notice.
OBJECT DEADLINE: [INSERT DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED DEADLINE: [INSERT DATE]	If you believe that your number of workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks and pay periods you worked during the Class Period and PAGA Period. The numbers you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: [INSERT DATE] TIME: [INSERT TIME] A.M. / P.M. PLACE: [INSERT COURTROOM AND ADDRESS]	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Norcal employees. The Action accuses Norcal of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, and failing to provide meal periods, rest breaks, recovery periods, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: ARCH Legal, PC ("Class Counsel.")

Norcal strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiffs are represented by counsel in the Action ("Class Counsel") and Defendant is represented by counsel ("Defense Counsel"). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Norcal or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Norcal resolved the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Norcal have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Norcal does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Norcal Will Pay \$420,000.00 as the Gross Settlement Amount (Gross Settlement). Norcal has agreed to deposit the Gross Settlement amount into an account controlled by the Administrator of the Settlement based on the following payment schedule:
 - i. \$200,000.00 will be paid towards the Gross Settlement Amount within 5 days following the final approval of the settlement.
 - ii. \$110,000.00 will be paid within 180 days following the final approval of the settlement.
 - iii. \$110,000.00 will be paid within 360 days following the final approval of the settlement.
2. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Norcal will fund the Gross Settlement according to the payment schedule. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$140,000.00 [1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$12,500.00 as a Class Representative Awards to Plaintiffs (\$7,500 to plaintiff Garcia, and \$5,000.00 to plaintiff Ochoa) for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$10,490.00 to the Administrator for services administering the Settlement.
3. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

4. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the settlement funds (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
5. Taxes Owed on Payments to Class Members. Plaintiffs and Norcal are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Norcal will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiffs and Norcal have agreed to these

allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[RESPONSE DEADLINE]**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **[RESPONSE DEADLINE]**. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Norcal have agreed that, in either case, the Settlement will be void: Norcal will not pay any money and Class Members will not release any claims against Norcal.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained or which could have been ascertained in the course of the Action. Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

4. HOW WILL PAYMENTS BE CALCULATED?

3. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
4. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
5. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Norcal's records, are stated in the first page of this Notice. You have until _ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks and pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve

workweek and pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Norcal's calculation of Workweeks and/or Pay Periods based on Norcal's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Norcal's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

2. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
3. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Garcia v. Norcal Pool Construction Inc. et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. Send your request to be excluded to the Administrator by mail, email, or fax by **[RESPONSE DEADLINE]** or it will be invalid. Section 9 of this Notice has the Administrator's contact information

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the Final Approval Hearing on **[DATE]**, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and why the Fees, Litigation Expenses and Class Representative Service Payment are reasonable, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also access this information from the Administrator's website at the address and/or website set forth in Section 9 below.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is **[RESPONSE DEADLINE]**. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action, *Garcia v. Norcal Pool Construction Inc. et al.*, and include your name, current address, telephone number and approximate dates of employment for Norcal and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[INSERT DATE]** at **[INSERT TIME]** in Department 18 of the Santa Clara Superior Court, located at 191 North First St., San Jose, California 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Santa Clara Superior Court's website for the most current information. (<https://santacleara.courts.ca.gov/>)

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website or contact Class Counsel to verify the date and time of the Final Approval Hearing before attending.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Administrator's settlement website at **[INSERT ADMIN WEBSITE]**, (b) online on the Court's website at <https://santacleara.courts.ca.gov/>, (c) in person at the Court's Clerk's Office, or (d) by contacting Class Counsel or the Administrator (see below).

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **[INSERT ADMIN WEBSITE]**. The Judgment will be posted on the Administrator's website for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
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Ommar Chavez,
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Phone: (619) 692-0800

Defense Counsel:

Lathrop GPM LLP
Michael Manoukian,
michael.manoukian@lathropgpm.com
70 South First St.
San Jose, CA 95113

Phone: (408) 286-9800

**APEX CLASS ACTION,
LLC**

Email: [INSERT EMAIL]

Mailing Address: [INSERT
ADDRESS]

Telephone: [INSERT
PHONE]

Fax Number: [INSERT FAX]

Website: [INSERT
WEBSITE]

Settlement Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check and for good cause as mutually agreed upon by the Parties in writing. Once your check is void, there is no way to recover the money as it will be transmitted to the California Controller's Unclaimed Property Fund.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Your check will be sent to the address on this Notice unless the Administrator is notified of a change. See Section 9 of this Notice for the Administrator's contact information.

EXHIBIT 2

EXHIBIT 3

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *AMF Bowling Wage and Hour Cases*, settled for \$4.33 million on behalf of approximately 12,283 class members, and Judge Barmann Jr. awarded 34% in fees.

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.
- *Muniz v. Norman Etchison, Inc.* settled for \$350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for \$400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, settled for \$1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Jimenez v. Golden Star Technology, Inc.*, settled for \$114,000 on behalf of approximately 43 aggrieved employees, and Judge Rice awarded 33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Olmsted v. Mercury Insurance Services, LLC*, settled for \$2.8 million on behalf of approximately 3,838 class members, and Judge Kuhl awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.

- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.

- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomio v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vega v. Fondomonte California, LLC*, settled for \$775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

- *Vazquez/Bowens v. Calcare, Inc., et al.*, settled for \$1.5 million on behalf of approximately 2,805 class members, and Judge Jones awarded 35% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Almanza v. Pure Project, LLC*, settled for \$235,000 on behalf of approximately 85 class members, and Judge Smyth awarded 33% in fees.
- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Buckner v. K.A. McNair Brewing Company, LLC*, settled for \$110,000 on behalf of approximately 75 aggrieved employees, and Judge Bae awarded 35% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Cervantes v. TEKsystems Global Services, LLC*, settled for \$63,384 on behalf of approximately 35 aggrieved employees, and Judge McLaughlin awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.

- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gomez v. RD Engineering & Construction, Inc.*, settled for \$650,000 on behalf of 212 class members, and Judge Bae awarded 35% in fees.

- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Johnson v. Sun Auto Tire & Service, Inc. fka GB Auto Service, Inc., et al.*, settled for \$1,950,000.00 on behalf of approximately 1,335 class members, and Judge Judy S. Bae awarded 30% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc. (Representative Action)*, settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.

- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.

- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for \$210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.

- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.