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April 24, 2023

Via Online Submission @ <https://dir.tfaforms.net/310>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Re: Notice of Pending Settlement Pursuant to Labor Code Section 2699(l)(2), LWDA Case No. LWDA-CM-863883-22

Employee: Mark Castellanos

Employer: Dobler & Sons, LLC

Dear Labor and Workforce Development Agency:

Moon & Yang, APC (sometimes “M&Y”) represents Plaintiff Mark Castellanos (“Plaintiff”) in a class and representative action entitled *Castellanos v. Dobler & Sons, LLC*, which is now pending in the Santa Cruz County Superior Court, Case No. 22CV00188 (the “Action”). The Action involves Plaintiff’s PAGA claims alleged in LWDA Case No. LWDA-CM-863883-22.

Now, in accordance with Labor Code Section 2699(l)(2), Plaintiff, as a deputized PAGA representative provides the LWDA notice of a pending settlement in the Action, which seeks the release of PAGA claims against Defendant Dobler & Son, LLC. In light of this, Plaintiff has attached a copy of a March 3, 2023 Class Action and PAGA Settlement Agreement and Class Notice, which has or will be filed in the Action.

A preliminary approval hearing regarding the settlement is set for 8:30 a.m., May 16, 2023, or as soon thereafter as the matter may be heard, in Department 5 of the Santa Cruz Superior Court, located at 701 Ocean Street, Santa Cruz, California 95060.

Please do not hesitate to contact the undersigned with any inquiries.

MOON & YANG, APC

ROY K. SUH

Attorneys for Plaintiff MARK CASTELLANOS

Attachment:
20230303 Settlement Agreement

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ - SANTA CRUZ COURTHOUSE

MARK CASTELLANOS, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DOBLER & SONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV00188
*Assigned for all purposes to the Honorable
Timothy J. Volkmann, Department 5*

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

PAGA Case No.	
LWDA-CM-863883-22:	January 20, 2022
Action Filed:	January 25, 2022
FAC Filed:	August 2, 2022
Trial Date:	None Set

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CLASS AND REPRESENTATIVE ACTION SETTLEMENT

I. INTRODUCTION AND MUTUAL INTENT TO SETTLE

1. Stipulating Parties and the Action. This Stipulation of Class and Representative Action Settlement (“Settlement” or “Settlement Agreement”) is made by and between Plaintiff Mark Castellanos (“Plaintiff”) and Defendant Dobler & Sons, LLC (“Defendant”) (jointly, the “Parties”) in *Castellanos v. Dobler & Sons, LLC*, Santa Cruz County Superior Court, Case No. 22CV00188 (the “Action”).

2. Stipulating Parties’ Joint Statement of Purpose and Intent to Settle. The Parties intend that this Settlement Agreement, subject to Court approval, shall fully, finally, forever resolve, discharge and settle this Action and have agreed to work diligently and cooperatively to present this Settlement Agreement to the Court so that it is finally approved and that the Action is finally adjudged.

II. DEFINITIONS

3. Action. “Action” means the putative class and representative action entitled *Castellanos v. Dobler & Sons, LLC*, Santa Cruz County Superior Court, Case No. 22CV00188, filed January 25, 2022.

4. Class. “Class” means all current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period (defined in paragraph 11).

5. Class Counsel. “Class Counsel” means Moon & Yang, APC including Kane Moon and Roy K. Suh.

6. Class Counsel Cost Award. “Class Counsel Cost Award” means the amount not exceeding twenty thousand dollars and zero cents (\$20,000.00), payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class Counsel’s reasonable litigation expenses incurred in litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount (defined in paragraph 27).

7. Class Counsel Fee Award. “Class Counsel Fee Award” means the amount of no less than one hundred sixty-two thousand, three hundred thirty-three dollars, and thirty-three cents (\$162,333.33) or one-third (1/3) of the Gross Settlement Amount (defined in paragraph 22), whichever is greater, payable from the Gross Settlement Amount and due to Class Counsel as reasonable attorneys’ fees for litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain

part of the Net Settlement Amount.

8. Class List. “Class List” means a Microsoft Excel (or similar electronically manipulable) spreadsheet containing the following information regarding each Class Member: (1) full name; (2) last known address; (3) last known telephone number; (4) social security number or taxpayer identification number; (5) total Workweeks (defined in paragraph 51) worked during the Class Period (defined in paragraph 11); (6) total PAGA Pay Periods (defined in paragraph 34) worked during the PAGA Period (defined in paragraph 39); and (7) any other information the Settlement Administrator reasonably requires to carry out its settlement administration duties.

9. Class Member. “Class Member” means a current or former hourly non-exempt employee who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period.

10. Class Notice. “Class Notice” means the Notice of Class and Representative Action Settlement, substantially in the form attached as **Exhibit 1**, summarizing this Settlement Agreement including its key terms, its binding nature, procedures for opting out of the Settlement and release of Released Claims (defined in paragraph 45) and the procedures for objecting to the Settlement.

11. Class Period. “Class Period” means the period commencing on January 25, 2018 and ending on the date the Court preliminarily approves this Settlement or March 1, 2023, whichever date occurs first.

12. Class Representative Service Award. “Class Representative Service Award” means the amount not exceeding seven thousand, five hundred dollars, and zero cents (\$7,500.00), payable from the Gross Settlement Amount and due to Plaintiff, separate from any Individual Settlement Payment (defined in paragraph 25) and Individual PAGA Payment (defined in paragraph 24), for Plaintiff’s efforts and risks in bringing and resolving the Action; if the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

13. Court. “Court” means the Superior Court of California for the County of Santa Cruz County and the judicial officer presiding over this Action.

14. Defendant. “Defendant” means Defendant Dobler & Sons, LLC, a limited liability company.

1 15. Defendant's Counsel. "Defendant's Counsel" means Noland, Hamerly, Etienne & Hoss
2 including Ana C. Toledo.

3 16. Effective Date. "Effective Date" means the later of the following dates: (i) sixty-five (65)
4 days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the
5 judgment has been filed; or (ii) five (5) days after the day when all appeals, writs or other challenges to
6 the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time
7 for the filing of any further appeals, writs or other challenges has lapsed.

8 17. Employer's Share of Payroll Taxes. "Employer's Share of Payroll Taxes" means the
9 amount of Defendant's employer payroll tax obligations on the wage portion of Individual Settlement
10 Payments including withholdings and contributions for federal, state, local taxes and any similar tax or
11 charge, payable from Defendant's own accounts, separate from the Gross Settlement Amount.

12 18. Exhibits. "Exhibits" mean the four (4) exhibits attached to this Settlement Agreement
13 including **Exhibit 1** (draft Class Notice); **Exhibit 2** (draft Preliminary Approval Order); **Exhibit 3** (draft
14 Final Approval Order); and **Exhibit 4** (draft Final Judgment).

15 19. Final Approval Hearing. "Final Approval Hearing" means the hearing the Court sets
16 wherein Plaintiff shall move the Court to find that the Settlement is fair, reasonable, and adequate and to
17 enter a Final Approval Order and Final Judgment.

18 20. Final Approval Order. "Final Approval Order" means the Court's order, which shall,
19 among other things, finally approve the fairness, reasonableness, and adequacy of this Settlement
20 Agreement. A proposed order substantially in the form attached as **Exhibit 3** shall be submitted with
21 Plaintiff's motion for final settlement approval.

22 21. Final Judgment. "Final Judgment" means the Court's judgment, which shall, among other
23 things, finally adjudge the Action as resolved pursuant to this Settlement Agreement and deeming it
24 binding as provided herein. A proposed final judgment substantially in the form attached as **Exhibit 4**,
25 shall be submitted with Plaintiff's motion for final settlement approval.

26 22. Gross Settlement Amount. "Gross Settlement Amount" means the non-reversionary
27 amount of no less than four hundred twenty-seven thousand dollars and zero cents (\$427,000.00) that
28 Defendant shall pay as monetary consideration in exchange for releases of the Released Claims including

released PAGA Claims and which amount shall be used to establish a common settlement fund for: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the California Labor Workforce and Development Agency (LWDA); (4) the PAGA Payment to PAGA Members; (5) the Class Representative Service Award; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement.

23. Gross Settlement Amount Escalator. “Gross Settlement Amount Escalator” means the conditional provision that provides that if the actual number of Workweeks worked by Class Members exceeds twenty-eight thousand, four hundred seventy-two (28,472) Workweeks by ten percent (10%), then the Gross Settlement Amount shall automatically increase by fifteen dollars and zero cents (\$15.00) for each Workweek exceeding the 10% threshold (i.e., for all Workweeks exceeding 31,319 Workweeks).

24. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Member’s pro rata share of the PAGA Payment to PAGA Members that is payable to PAGA Members from the Gross Settlement Amount, which shall be determined by dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in a PAGA Pay Period Dollar Value, and then by multiplying the PAGA Pay Period Dollar Value by the number of PAGA Pay Period credits assigned to each PAGA Member.

25. Individual Settlement Payment. “Individual Settlement Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount that is payable to Participating Class Members from the Gross Settlement Amount, which shall be determined by dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the Workweek Dollar Value, and then by multiplying the Workweek Dollar Value by the number of Workweek credits assigned to each Participating Class Member.

26. LWDA. “LWDA” means the California Labor and Workforce Development Agency.

27. Net Settlement Amount. “Net Settlement Amount” means the aggregate amount payable to Participating Class Members, which shall be determined by subtracting the PAGA Payment, Settlement Administration Costs, Class Representative Service Award, Class Counsel Fee Award and Class Counsel Cost Award from the Gross Settlement Amount.

28. Objection. “Objection” means a Participating Class Member’s timely and valid written

objection to the terms and conditions of this Settlement Agreement.

29. Opt-Out Request. “Opt-Out Request” means a Class Member’s timely and valid written request to be excluded from the Settlement and release of Released Claims that do not arise under PAGA.

30. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).

31. PAGA Claims. “PAGA Claims” means all claims or causes of action under PAGA that were or could have been premised on the claims, liabilities, demands, causes of action, rights, penalties, legal theories of relief, or obligations of any nature in Plaintiff’s January 20, 2022 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-863883-22 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

32. PAGA Member. “PAGA Member” means a current or former hourly non-exempt employee who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period.

33. PAGA Pay Period. “PAGA Pay Period” means any calendar week during the PAGA Period during which a PAGA Member worked at least one (1) day.

34. PAGA Pay Period Dollar Value. “PAGA Pay Period Dollar Value” means the dollar value for each PAGA Pay Period credit assigned to PAGA Members, which shall be determined by dividing the PAGA Payment to PAGA Members by the aggregate number of all PAGA Pay Periods assigned to all PAGA Members.

35. PAGA Payment. “PAGA Payment” means the amount of thirty thousand dollars and zero cents (\$30,000.00), payable from the Gross Settlement Amount. Seventy-five percent (75%) of the PAGA Payment, or twenty-two thousand, five hundred dollars, and zero cents (\$22,500.00) shall be paid to the LWDA. Twenty-five percent (25%) of the PAGA Payment, or seven thousand, five hundred dollars, and zero cents (\$7,500.00) shall be distributed to PAGA Members on a pro-rata basis. If the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

36. PAGA Payment to PAGA Members. “PAGA Payment to PAGA Members” means the

1 amount of seven thousand, five hundred dollars, and zero cents (\$7,500.00), payable from the Gross
2 Settlement Amount to PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA
3 Payment.

4 37. PAGA Payment to the LWDA. “PAGA Payment to the LWDA” means the amount of
5 twenty-two thousand, five hundred dollars, and zero cents (\$22,500.00), payable from the Gross
6 Settlement Amount and due to the LWDA as its seventy-five percent (75%) share of the PAGA Payment.

7 38. PAGA Period. “PAGA Period” means the period commencing on January 20, 2021 and
8 ending on the date the Court preliminarily approves this Settlement or March 1, 2023, whichever date
9 occurs first.

10 39. PAGA Settlement. “PAGA Settlement” means the settlement and release of the PAGA
11 Claims that arise under PAGA, which Plaintiff brought against Defendant, as a deputized PAGA
12 representative of the State of California, which shall bind the State of California and which PAGA
13 Members shall not be entitled to opt out of.

14 40. Participating Class Members. “Participating Class Members” means Plaintiff and all Class
15 Members who do not submit a timely and valid Opt-Out Request.

16 41. Parties’ Counsel. “Parties’ Counsel” means the attorneys of record for Plaintiff and
17 Defendant.

18 42. Plaintiff. “Plaintiff” means Plaintiff Mark Castellanos.

19 43. Plaintiff’s Further Released Claims. “Plaintiff’s Further Released Claims” means the
20 claims and causes of action that Plaintiff, individually, and in addition to Plaintiff’s release of the Released
21 Claims, expressly and further releases against the Released Parties including by waiver of all rights,
22 protections, and benefits under California Civil Code section 1542, which includes claims related to
23 Plaintiff’s employment with Defendant, claims alleged in the Action, and all claims known and unknown,
24 except as may be prohibited by law, which may have existed at the time the Plaintiff signs this Settlement
25 Agreement. Plaintiff’s Further Released Claims excludes claims for unemployment insurance, disability,
26 social security, workers’ compensation (except for claims pursuant to California Labor Code sections 132a
27 and 4553), and any claims or causes of action arising out of any event or controversy occurring after the
28 time Plaintiff signs this Settlement Agreement including for any obligation arising out of this Settlement

1 Agreement.

2 44. Preliminary Approval Order. “Preliminary Approval Order” means the Court’s order,
3 which shall, among other things, preliminarily approve the fairness, reasonableness, and adequacy of this
4 Settlement Agreement. A proposed order substantially in the form attached as **Exhibit 2** shall be submitted
5 with Plaintiff’s motion for preliminary settlement approval.

6 45. Released Claims. “Released Claims” means all claims, rights, demands, liabilities and
7 causes of action arising from the alleged (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204,
8 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and
9 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and
10 Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses
11 (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-
12 203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (8) Unfair
13 Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (9) conduct giving rise to Private
14 Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*) civil penalties, and all other claims, rights,
15 demands, liabilities and causes of action that may have been alleged based on the facts alleged in the
16 operative complaint in the Action.

17 46. Released Parties. “Released Parties” means Defendant and each of its current and former
18 agents, officers, employees, directors, owners, members, subsidiaries, affiliates, parent companies,
19 insurers, attorneys and other related parties who may be liable for any of the Released Claims.

20 47. Response Deadline. “Response Deadline” means the date sixty (60) days after the
21 postmarked date on Class Notices the Settlement Administrator initially mails to Class Members in bulk,
22 which shall be extended an additional ten (10) days for affected Class Members to whom the Settlement
23 Administrator re-mails or reissues previously undelivered, misrouted, or misplaced Class Notices.

24 48. Settlement Administration Costs. “Settlement Administration Costs” means the amount
25 not exceeding twenty thousand dollars and zero cents (\$20,000.00), payable from the Gross Settlement
26 Amount and due to the Settlement Administrator for the Settlement Administrator’s administration of the
27 notice and distribution process pursuant to this Settlement Agreement and the Court’s orders; if the Court
28 finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

49. Settlement Administrator. “Settlement Administrator” means Simpluris, Inc., whom the Parties have agreed to request the Court appoint as the third-party settlement administrator to perform notice and settlement administration duties pursuant to this Settlement Agreement.

50. Unclaimed Property Fund. “Unclaimed Property Fund” means the California Controller’s Unclaimed Property Fund (Cal. Code Civ. Proc. § 1314).

51. Workweek. “Workweek” means any calendar week during the Class Period during which a Class Member worked at least one (1) day.

52. Workweek/PAGA Pay Period Dispute. “Workweek/PAGA Pay Period Dispute” means a Class Member’s timely and valid written dispute about the number of Workweeks and/or PAGA Pay Periods that the Settlement Administrator preliminarily credits to the affected Class Member.

53. Workweek Dollar Value. “Workweek Dollar Value” means the dollar value for each Workweek credit assigned to Participating Class Members, which shall be determined by dividing the Net Settlement Amount by the aggregate number of all Workweek credits assigned to all Participating Class Members.

III. RELEVANT PROCEDURAL HISTORY

54. Plaintiff’s PAGA Notice. On January 20, 2022, Plaintiff sent a PAGA notice to the LWDA and Defendant, in LWDA Case No. LWDA-CM-863883-22, alleging Defendant violated various provisions of the California Labor Code and other laws along with the facts and theories supporting the alleged violations including those alleged in the operative complaint in the Action.

55. Plaintiff’s Complaint. On January 25, 2022, Plaintiff filed a putative class action complaint alleging Defendant’s (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; and (8) unfair and unlawful business practices.

56. Plaintiff’s First Amended and Operative Complaint. On August 2, 2022, Plaintiff filed a First Amended Complaint, the operative complaint in this Action, which added a ninth cause of action, resulting in the operative complaint alleging Defendant’s (1) failure to pay minimum wages; (2) failure to

1 pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest
2 periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6)
3 failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to
4 discharged and quitting employees; (8) unfair and unlawful business practices; and (9) conduct giving rise
5 to PAGA civil penalties.

6 57. Plaintiff's Discovery and Investigation. Prior to the filing of this Action, Plaintiff and
7 Plaintiff's counsel, engaged in substantial investigation about the Defendant's business practices in
8 California. After the Action was filed and prior to mediation, the Parties engaged in extensive informal
9 exchange of information. Plaintiff obtained documents, data and information from Defendant and other
10 sources including, but not limited to, a sampling of Class Member time and pay records consisting of a
11 large volume of data and indicative of Defendant's timekeeping, recordkeeping and wage payment
12 policies and practices.

13 58. Mediation and Agreement to Settle the Action. On September 29, 2022, the Parties
14 participated in a private mediation session with an experienced wage and hour class action mediator,
15 Justice Steven M. Vartabedian (Retired), which led to the Parties' September 29, 2022 agreement about
16 the material terms of a class and representative settlement, which formed the basis of this Settlement
17 Agreement.

18 **IV. RECITALS AND REPRESENTATIONS**

19 59. This Settlement is Fair, adequate, and reasonable. The Parties represent this Settlement
20 Agreement is a fair, adequate, and reasonable settlement of the Action and that the Parties have arrived at
21 this Settlement Agreement after extensive arm's-length negotiations while accounting for materially
22 relevant factors, present and potential. The Parties further agree that the consideration described herein
23 constitutes adequate consideration for the Settlement and releases described herein.

24 59.a. Numerosity of Potential Class Members. For purposes of settlement only, the
25 Parties agree that because the potential Class is so numerous, it is impossible or impractical to have each
26 Class Member execute this Settlement Agreement.

27 59.b. Notice and Opportunity to Respond Comporting with Due Process. For purposes
28 of settlement only, the Parties agree that because of the numerosity of the potential Class, the notice and

1 response procedure outlined in this Settlement Agreement provides the best and most practical notice to
2 Class Members and fully complies with due process.

3 59.c. Benefits of Settlement to Plaintiff and Class Members. Plaintiff recognizes
4 continued litigation in the Action through trial, appeals and final judgment would be time consuming,
5 uncertain, risky, and expensive. Plaintiff recognizes these uncertainties and risks include Plaintiff's ability
6 obtain class certification of claims, as well as to meet the burdens of proof necessary to establish liability,
7 damages, penalties, and other relief sought for the causes of action asserted in the Action, generally and
8 in response to Defendant's defenses thereto. Plaintiff also recognizes Defendant's agreement to enter into
9 a settlement may result in substantial benefits for Class Members because it is a good faith compromise
10 of highly disputed claims. Accordingly, Plaintiff, under Class Counsel's guidance, has determined the
11 Settlement is fair, adequate, and reasonable and that it is in the best interests of the Class.

12 59.d. Defendant's Reasons for Settlement. While Defendant is confident that it has done
13 no wrong, continued litigation in the Action through trial, appeals and final judgment would be time
14 consuming, uncertain, risky, and expensive. Defendant continues to assert Plaintiff's allegations have no
15 merit and do not give rise to Defendant's liability for damages, restitution, penalties, or other payments
16 and that this Settlement is a compromise of disputed claims. Defendant has agreed to settle in the manner
17 and upon the terms set forth in this Settlement Agreement to put the claims alleged in the Action to rest.

18 59.e. No Admissions by Defendant or Plaintiff. Defendant denies all claims alleged in
19 the Action and denies all wrongdoing. Defendant contends it has complied with all applicable state, federal
20 and local laws and reserves its right to assert all available defenses to Plaintiff's claims in the Action.
21 Nothing contained in this Settlement Agreement, nor any documents referred to herein and no action that
22 the Parties have undertaken to effectuate this Settlement Agreement should be construed or used as an
23 admission by or against any of the Parties as to suitability of class or representative adjudication or about
24 the merits of the claims asserted in the Action. The Parties maintain that neither this Settlement
25 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a
26 concession, admission, or inference regarding wrongdoing or that class certification is proper under the
27 standard applied to contested certification motions.

28 59.f. Certification for Settlement Purposes Only. The Parties agree to the certification of

the proposed class for settlement purposes only.

59.g. No Conflicts of Interest with Relevant Third-Parties. The Parties represent they do not have any financial interest in the Settlement Administrator, or otherwise have a relationship with the Settlement Administrator, or any third party that could create an appearance of a conflict of interest.

60. No Tax Advice & Circular 230 Disclaimer. The Parties represent that no provision of this Settlement Agreement or other communications or disclosures is, or was intended, to constitute tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Subtitle A, Part 10, as amended). The Parties further represent they: (i) shall be solely responsible for reporting and paying any applicable federal, state and/or local income tax, employment tax or any other withholding on all taxable income or other benefit they individually receive as consideration exchanged pursuant to this Settlement Agreement; (ii) have relied exclusively upon their own, independent legal and tax advisors for tax advice in connection with this Settlement Agreement; and (iii) in keeping with their individual rights to due process, shall not be entitled to rely upon any communication or disclosure by Plaintiff, Defendant or Parties' Counsel to avoid the payment of any assessment, penalty, tax, attorneys' fees, or other amounts based on the taxability of any consideration provided or exchanged pursuant to this Settlement Agreement.

**V. SETTLEMENT CONSIDERATION AND RELEASED CLAIMS ON AND AFTER
EFFECTIVE DATE**

61. No Release of Claims Against any Other Defendant. Because Defendant Dobler & Sons, LLC, a limited liability company is the only individual defined as a "Defendant" for the purposes of this Settlement Agreement, there shall be no release of any claims of any nature against any other person pursuant to this Settlement Agreement unless such person qualifies as one of the Released Parties and the claim qualifies as a Released Claim.

62. Non-Reversionary Nature of Settlement Agreement. No portion of the Gross Settlement Amount shall revert to Defendant.

63. No Claim-Submission Process. There shall be no claim or claim form submission process or requirement and, as such, Class Members shall not receive, nor shall they be required to submit, a claim form to be entitled to an Individual Settlement Payment or Individual PAGA Payment.

64. Releases of Claims Against Released Parties. In exchange for Defendant's performance of

its obligations during Settlement Administration, culminating in Defendant remitting the entire Gross Settlement Amount to the Settlement Administrator, the Released Claims, Plaintiff's Further Released Claims, and PAGA Claims shall be released as follows.

64.a. Participating Class Members' Release of Released Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiff and all other Participating Class Members shall be deemed to have settled and released all Released Claims against the Released Parties that do not arise under PAGA.

64.b. Plaintiff's Release of Plaintiff's Further Released Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiff, in addition to Plaintiff's release of the Released Claims, shall be deemed to have released Plaintiff's Further Released Claims and shall be deemed to have waived all rights, protections, and benefits of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor 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 the released party.

Plaintiff's Further Released Claims, hence, includes a release and waiver of all claims known and unknown, without exception, except as may be prohibited by law, up to the time the Plaintiff signs this Settlement Agreement.

64.c. California's and PAGA Members' Release of PAGA Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, the State of California, by and through Plaintiff, its deputized PAGA representative, and all PAGA Members shall be deemed to have settled and released all PAGA Claims against the Released Parties.

VI. SETTLEMENT ADMINISTRATOR AND GENERAL SETTLEMENT ADMINISTRATION DUTIES

65. Appointment of Settlement Administrator. The Parties have agreed to request that the Court appoint Simpluris, Inc. as the third-party settlement administrator to perform settlement administration duties pursuant to this Settlement Agreement. The Parties and Parties' Counsel represent they have no financial interest in, or relationship with, the Settlement Administrator that could create an appearance of

1 a conflict of interest.

2 66. Settlement Administrator's Duties During Settlement Administration. The Settlement
3 Administrator shall perform the express and implied settlement administration tasks in this Settlement
4 Agreement including: (i) translating into Spanish the Class Notice and printing and mailing Class Notices
5 in English and Spanish; (ii) collecting, validating and attempting to resolve Workweek/PAGA Pay Period
6 Disputes; (iii) collecting and validating Opt-Out Requests and Objections; (iv) establishing a qualified
7 settlement fund; (v) preparing and mailing tax forms to Class Members and others; (vi) computing and
8 distributing all payments made under the Settlement; (vii) calculating and remitting all employee payroll
9 and other tax obligations to the appropriate government agencies; and (viii) transferring uncashed
10 Individual Settlement Payments and Individual PAGA Payments to the Unclaimed Property Fund.

11 66.a. Settlement Administrator's Secure Recordkeeping and File Maintenance. The
12 Settlement Administrator shall secure and protect Class Member information from unauthorized access
13 to, use, deletion and modification including all information in the Class List. The Settlement Administrator
14 shall also exercise its best judgment and discretion to limit the disclosure of Class Member information to
15 only those persons who need it to implement the terms and conditions of this Settlement Agreement and
16 shall maintain all records related to the settlement administration tasks it performs for at least four (4)
17 years after settlement administration has been completed.

18 66.b. Records of Communication with Class Members and Class List Maintenance. The
19 Settlement Administrator shall create and maintain records of all communications with Class Members or
20 other persons affected by this Settlement Agreement including by maintaining documents it sends to and
21 receives from Class Members and the Settlement Administrator's own notes describing oral or written
22 communications with all Class Members. The Settlement Administrator shall also promptly and
23 continuously update the Class List with all material notes and information to ensure it possesses the most
24 accurate information about Class Members throughout settlement administration.

25 66.c. Communications with Class Members in English and Spanish. If a Class Member
26 indicates Spanish is their language of preference, then the Settlement Administrator shall undertake
27 reasonable efforts to communicate in Spanish with Class Members.

28 ///

VII. CONTENTS OF CLASS NOTICE

67. Class Notice Generally. The Parties have agreed to request that the Court approve a class notice, substantially in the form attached as **Exhibit 1**, which shall provide, among other things: (1) a brief explanation of the case, including the basic contentions or denials of the Parties; (2) a statement that the Court will exclude a member from the Class if the Class Member so requests by the Response Deadline; (3) a procedure for the Class Member to follow in requesting exclusion from the Class; (4) a statement that a judgment, whether favorable or not, will bind all Class Members who do not request exclusion; and (5) a statement that any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

68. Individualized Class Notices and Response Deadline. The Settlement Administrator shall print Class Notices addressed to Class Members whose names appear on the Class List along with information specifically applicable to Class Members including the number of Workweek credits and PAGA Pay Period credits the Settlement Administrator intends on assigning Class Members and shall expressly identify the Response Deadline, by providing a date certain, which shall occur sixty (60) days after the Settlement Administrator's initial bulk mailing of Class Notices.

VIII. PRELIMINARY APPROVAL AND CLASS NOTICE ADMINISTRATION AFTER PRELIMINARY APPROVAL ORDER

69. Motion for Preliminary Approval of Settlement. No later than sixteen (16) court days before the Preliminary Approval Hearing, Plaintiff shall file a motion for preliminary approval, seeking, among other things, entry of a Preliminary Approval Order, substantially in the form attached as **Exhibit 2**, conditionally certifying the Class for settlement purposes only, appointing Plaintiff as a representative of the Class, appointing Class Counsel as counsel for the Class, appointing the Settlement Administrator, setting a Final Approval Hearing date and ordering the Settlement Administrator to mail the Class Notice to Class Members.

69.a. Defendant's Provision of Updated Number of Class Members, Workweeks, PAGA Members and PAGA Pay Periods. No later than March 31, 2023, Defendant shall provide Class Counsel the updated number of Class Members, Workweeks worked by Class Members, PAGA Members and PAGA Pay Periods worked by PAGA Members that will be subject to this Settlement Agreement.

69.b. Defendant's Provision of the Class List to the Settlement Administrator. No later than twenty-one (21) days after the Court's entry of a Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List.

70. Mailing of Class Notice by Bulk First Class U.S. Mail. No later than fourteen (14) days after receiving the Class List, the Settlement Administrator shall mail copies of the Class Notice in English and Spanish to all Class Members via bulk First Class United States Mail, forwarding service requested.

70.a. Verification of Class Member Current Addresses and Presumption of Accuracy. Prior to mailing Class Notices to Class Members, the Settlement Administrator shall search the National Change of Address Database maintained by the United States Postal Service and perform skip tracing or other verification procedures to verify Class Members' current addresses. The addresses the Settlement Administrator determines as Class Members' current mailing addresses shall be presumed accurate.

70.b. Re-Mailing of Undelivered Class Notices. No later than three (3) business days after receiving a Class Notice returned as undelivered up to ten (10) days after the Response Deadline, Settlement Administrator shall attempt to determine another mailing address for the affected Class Member by use of skip tracing or other verification or search procedures using the name, address, telephone number, social security number and/or taxpayer identification number of the affected Class Member. If the Settlement Administrator identifies another mailing address for the affected Class Member, then it shall re-mail the Class Notice to the affected Class Member on the same day. If the Settlement Administrator does not identify another mailing address for the affected Class Member, then the Settlement Administrator shall be deemed to have satisfied its obligations to attempt to re-mail the undelivered Class Notice to that affected Class Member. The Settlement Administrator shall maintain records of the dates it receives undelivered Class Notices and re-mails Class Notices.

71. Settlement Administrator's Weekly Reports Regarding Class Notice Mailings, Workweek/PAGA Pay Period Disputes, Opt-Out Requests and Objections. After its initial bulk mailing of Class Notices, the Settlement Administrator shall provide the Parties a weekly report, which shall include information about the number of Class Notices mailed, Class Notices returned as undelivered, Class Notices re-mailed, Workweek/PAGA Pay Period Disputes received, Opt-Out Requests received, and Objections received. The Settlement Administrator shall and continuously provide the Parties such

1 weekly reports until at least ten (10) days after the Response Deadline.

2 72. Determination of Timeliness and Validity of Workweek/PAGA Pay Period Disputes.

3 Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the
4 submission of a Workweek/PAGA Pay Period Dispute is timely and valid.

5 72.a. Workweek/PAGA Pay Period Dispute Timeliness. The Settlement Administrator
6 shall determine whether a Workweek/PAGA Pay Period Dispute is timely based on the postmarked date
7 on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows
8 the dispute was submitted after the Response Deadline, then the Settlement Administrator shall conclude
9 that the submission was untimely, which may render the submission null, void, and ineffective.

10 72.b. Workweek/PAGA Pay Period Dispute Validity. The Settlement Administrator shall
11 determine whether a Workweek/PAGA Pay Period Dispute is valid based on whether it is in writing and
12 includes the following five (5) enumerated items required for validity: (1) the Class Member's full name;
13 (2) the Class Member's approximate dates of employment; (3) the Class Member's current contact
14 information (e.g., a current mailing address and telephone number); (4) a statement indicating the number
15 of Workweeks and/or PAGA Pay Periods that the affected Class Member contends should be credited
16 along with documentary evidence to support the affected Class Member's contentions, if any; and (5) the
17 Class Member or Class Member's legal representative's signature. If the dispute is submitted orally or a
18 written submission is ambiguous or lacks any of the five (5) enumerated items required for validity, then
19 the Settlement Administrator shall conclude that the submission is invalid, which may render the
20 submission null, void, and ineffective.

21 72.c. Workweek/PAGA Pay Period Dispute Cure Notices and Notice to the Court. No
22 later than three (3) business days after the Settlement Administrator concludes that a Workweek/PAGA
23 Pay Period Dispute is untimely or invalid prior to the Final Approval Hearing, the Settlement
24 Administrator shall attempt to communicate with the affected Class Member to request that the affected
25 Class Member cure any deficiencies in writing. Regardless of the timeliness or validity of any
26 Workweek/PAGA Pay Period Dispute, the Parties shall ensure that all Workweek/PAGA Pay Period
27 Disputes or any other written statements arguably constituting a timely and valid Workweek/PAGA Pay
28 Period Dispute are brought to the Court's attention in advance of the Final Approval Hearing.

73. Workweek/PAGA Pay Period Dispute Notice, Investigation and Resolution. If the Settlement Administrator receives a Workweek/PAGA Pay Period Dispute prior to the Final Approval Hearing, then the Settlement Administrator shall promptly investigate and attempt to resolve the dispute.

73.a. Workweek/PAGA Pay Period Dispute Notice to the Parties. No later than three (3) business days after receiving a Workweek/PAGA Pay Period Dispute, and unless the Settlement Administrator has good cause to limit the disclosure of an affected Class Member's personal information considering factors including the affected Class Member's stated or unstated privacy interests, the Settlement Administrator shall notify the Parties of its receipt of the Workweek/PAGA Pay Period Dispute via electronic mail or facsimile, which shall include the identity and contact information of the affected Class Member and any evidence submitted by the affected Class Member.

73.b. The Parties' Submission and Evaluation of Further of Evidence. No later than seven (7) days after receiving the Settlement Administrator's notice of a Workweek/PAGA Pay Period Dispute Defendant shall provide the Settlement Administrator with all relevant information it possesses about the affected Class Member's contentions. Given Class Counsel's fiduciary duties owed to Class Members, Class Counsel may undertake reasonable efforts to communicate with and obtain information from the affected Class Member (or the Class Member's representative) to support the affected Class Member's contentions. The Settlement Administrator shall evaluate all relevant evidence and, in consultation with Parties' Counsel, shall render a final decision regarding the Workweek/PAGA Pay Period Dispute.

73.c. Notice to Affected Class Members Regarding Workweek/PAGA Pay Period Dispute Investigation and Resolution. No later than three (3) business days of rendering its final decision regarding a Workweek/PAGA Pay Period Dispute, the Settlement Administrator shall send the affected Class Member written notice of its decision via United States Mail, facsimile and/or electronic mail, which shall: (a) indicate whether the Settlement Administrator found the Workweek/PAGA Pay Period Dispute wholly or partly meritorious, unmeritorious, or that it was unable to make a merits determination and the reasons why it made such a finding; (b) indicate the number of Workweeks and/or PAGA Pay Periods that the Settlement Administrator presently intends to credit the affected Class Member including the number of additional Workweeks or PAGA Pay Periods, if any, and any corresponding changes to the estimated Individual Settlement Payment or Individual PAGA Payment that the affected Class Member

1 may receive; and (c) indicate that the Settlement Administrator's final decision is subject to Court review
2 and that the Final Approval Hearing may be the best and final opportunity for the affected Class Member
3 to seek the Court's review or intervention.

4 74. Determination of Timeliness and Validity of Opt-Out Requests. Subject to Parties' Counsel
5 and Court review, the Settlement Administrator shall determine whether the submission of an Opt-Out
6 Request is timely and valid.

7 74.a. Opt-Out Request Timeliness. The Settlement Administrator shall determine
8 whether an Opt-Out Request is timely based on the postmarked date on the mailing envelope, or by other
9 indicia of timeliness. If the postmarked date or other indicia shows the request was submitted after the
10 Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely,
11 which may render the submission null, void, and ineffective.

12 74.b. Opt-Out Request Validity. The Settlement Administrator shall determine whether
13 an Opt-Out Request is valid based on whether it is in writing and includes the five (5) enumerated items
14 required for validity: (1) the Class Member's full name; (2) the Class Member's approximate dates of
15 employment; (3) the Class Member's contact information (e.g., current mailing address and telephone
16 number); (4) the Class Member's statement in no exact words but, nevertheless, substantially in a form
17 and substance indicating a desire to be excluded from the Settlement Agreement (e.g., "I wish to be
18 excluded from the settlement."; "I opt out from the settlement."; or "I do not want to be part of the
19 settlement."); and (5) the Class Member or Class Member's legal representative's signature. If the request
20 is submitted orally or a written submission is ambiguous or lacks any of the five (5) enumerated items
21 required for validity, then the Settlement Administrator shall conclude that the submission is invalid,
22 which may render the submission null, void, and ineffective.

23 74.c. Opt-Out Request Cure Notices and Notice to the Court. No later than three (3)
24 business days after the Settlement Administrator concludes that an Opt-Out Request is untimely or invalid
25 prior to the Final Approval Hearing, the Settlement Administrator shall attempt to communicate with the
26 affected Class Member to request that the affected Class Member cure any deficiencies in writing.
27 Regardless of the timeliness or validity of any Opt-Out Request, the Parties shall ensure that all Opt-Out
28 Requests or any other written statements arguably constituting a timely and valid Opt-Out Request are

brought to the Court's attention in advance of the Final Approval Hearing.

75. Determination of Timeliness and Validity of Objections. Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the submission of an Objection is timely and valid.

75.a. Objection Timeliness. The Settlement Administrator shall determine whether an Objection is timely based on the postmarked date on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows the objection was submitted after the Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely, which may render the submission null, void, and ineffective.

75.b. Objection Validity. The Settlement Administrator shall determine whether an Objection is valid based on whether it is in writing and includes the following five (5) enumerated items required for validity: (1) the Class Member's full name; (2) the Class Member's approximate dates of employment; (3) the Class Member's current contact information (e.g., a current mailing address and telephone number); (4) the Class Member's statement indicating the grounds for the objection; and (5) the Class Member or Class Member's legal representative's signature. If the request is submitted orally or a written submission is ambiguous or lacks any of the five (5) enumerated items required for validity, then the Settlement Administrator shall conclude that the submission is invalid, which may render the submission null, void, and ineffective.

75.c. Objection Cure Notices and Notice to the Court. No later than three (3) business days after the Settlement Administrator concludes that an Objection is untimely or invalid prior to the Final Approval Hearing, the Settlement Administrator shall attempt to communicate with the affected Class Member to request that the affected Class Member cure any deficiencies in writing. Regardless of the timeliness or validity of any Objection, the Parties shall ensure that all Objections or any other written statements arguably constituting a timely and valid Objection are brought to the Court's attention in advance of the Final Approval Hearing.

76. Settlement Administrator's Written Notice to the Parties of Timely and Valid Opt-Out Requests from Ten Percent (10%) of Class Members. If the Settlement Administrator unilaterally, or in response to Plaintiff's or Defendant's request to investigate, determines it has received timely and valid

1 Opt-Out Requests from ten percent (10%) of Class Members, then the Settlement Administrator shall,
2 within three (3) business days, provide Parties' Counsel written notice that it has verified, or intends on
3 further investigating to verify, the applicable Class Members' identities.

4 76.a. Settlement Administrator's and the Parties' Further Investigation of Timely and
5 Valid Opt-Out Requests from Ten Percent (10%) of Class Members. If the Settlement Administrator
6 indicates it has verified or that it intends on further investigation to determine whether it has received
7 timely and valid Opt-Out Requests from ten percent (10%) of Class Members, then, given Class Counsel's
8 fiduciary duties owed to Class Members, Class Counsel may undertake reasonable efforts to communicate
9 with and obtain information from the Settlement Administrator, the applicable Class Members (or the
10 Class Members' representatives), and Defendant to investigate and verify the same information.

11 76.b. Parties' Written Consensus that the Settlement Administrator has Received Timely
12 and Valid Opt-Out Requests from Ten Percent (10%) of Class Members. If the Settlement Administrator
13 has verified it has received timely and valid Opt-Out Requests from ten percent (10%) of Class Members,
14 and Class Counsel has investigated and verified the same information, then the Parties shall agree in a
15 writing, which includes Parties' Counsel and the Settlement Administrator, that there is a consensus
16 between the Parties and the Settlement Administrator that the Settlement Administrator has received
17 timely and valid Opt-Out Requests from ten percent (10%) of Class Members.

18 77. Defendant's 30-Day Option to Rescind and Void Settlement After the Parties' Written
19 Consensus Timely and Valid Opt-Out Requests from Ten Percent (10%) of Class Members. If the Parties
20 agree in a writing, which includes Parties' Counsel and the Settlement Administrator, that there is a
21 consensus between the Parties and the Settlement Administrator that the Settlement Administrator has
22 received timely and valid Opt-Out Requests from ten percent (10%) of Class Members, then Defendant
23 shall have the option to rescind or terminate its further obligations under this Settlement Agreement no
24 later than thirty (30) days after the date of the Parties' written consensus. If Defendant does not exercise
25 its right to rescind or terminate its further obligations under this Settlement Agreement within thirty (30)
26 days of the date of the Parties' written consensus, then Defendant shall waive its right to rescind or
27 terminate its obligations under this Settlement Agreement.

28 77.a. Defendant's Exercise of Option to Rescind and Void Settlement. If Defendant

1 timely exercises its right to rescind or terminate its further obligations under this Settlement Agreement,
2 then the Settlement Agreement shall be rendered null and void ab initio, Defendant shall be obligated to
3 pay the Settlement Administrator all Settlement Administration Costs incurred up to the date the
4 Settlement is rendered void, and the Parties shall, accordingly, proceed in all respects as if this Settlement
5 Agreement had not been executed.

6 77.b. Defendant's Written Notice of Intent to Exercise Option to Rescind and Void
7 Settlement. Defendant shall provide Plaintiff written notice of its intent to exercise its option to rescind or
8 terminate its further obligations under this Settlement Agreement no later than fourteen (14) days in
9 advance of exercising its option to rescind or terminate this Settlement Agreement and shall meet and
10 confer with Class Counsel about its decision in good faith during the 14-day period.

11 **IX. FINAL APPROVAL AND FINAL JUDGMENT AND FINAL JUDGMENT**

12 78. Motion for Final Approval of Settlement. No later than sixteen (16) court days before the
13 Final Approval Hearing, Plaintiff shall file a motion for final approval, seeking, among other things, entry
14 of a Final Approval Order, substantially in the form attached as **Exhibit 3**, finally certifying the Class for
15 settlement purposes only, ordering Defendant to remit the Gross Settlement Amount to the Settlement
16 Administrator, approving and ordering the Settlement Administrator to distribute the amounts payable
17 pursuant to the Settlement and setting a date for the Court's review of the Settlement fund distribution.

18 79. Final Judgment. At the time Plaintiff moves for final approval of the Settlement, Plaintiff
19 shall also move the Court to enter a Final Judgment, substantially in the form attached as **Exhibit 4**, which
20 shall, among other things, finally adjudge this Action and include a provision for the retention of the
21 Court's jurisdiction over the Parties including the Class to enforce the terms of the judgment.

22 79.a. Settlement Administrator's Report in Advance of Final Approval Hearing. The
23 Settlement Administrator shall, prior to the Final Approval Hearing and at the Parties' request, provide
24 written reports or declarations to the Parties describing, among other things, the process and results of the
25 settlement administration process, the number of Opt-Out Requests received (both timely and valid or
26 otherwise), Objections received (both timely and valid or otherwise), Workweeks/Pay Periods Disputes
27 received (both timely and valid or otherwise), and the actual or projected Settlement Administration Costs
28 to date, which reports or declarations Plaintiff may file with the Court prior to the Final Approval Hearing.

79.b. Notice of Final Approval Order and Final Judgment. If the Court enters the Final Judgment, then the Settlement Administrator shall post copies of the Final Approval Order and Final Judgment for two hundred forty (240) days on its website and Plaintiff shall cause copies of the Final Approval Order and Final Judgment to be submitted to the LWDA. No individualized notice regarding the entry of the Final Approval Order and Final Judgment shall be required to be provided to the Class.

X. SETTLEMENT ADMINISTRATION AFTER FINAL APPROVAL AND THE EFFECTIVE DATE

80. Establishment of a Qualified Settlement Fund After Final Approval. No later than seven (7) days after the Court enters a Final Approval Order, the Settlement Administrator shall establish a qualified settlement fund, account, or trust pursuant to applicable state and federal rules and regulations to hold the Gross Settlement Amount and distribute payments therefrom.

80.a. Defendant's Payment of the Gross Settlement After Final Approval. No later than thirty (30) days after the Effective Date, Defendant shall remit the Gross Settlement Amount in its entirety to the Settlement Administrator via secure wire transfer or by other secure means and the Settlement Administrator shall report to the Parties whether it received the entire Gross Settlement Amount in a timely manner within three (3) business days.

80.b. Distribution Process and Court Intervention if Gross Settlement Amount is Untimely or Incomplete. If Defendant fails to remit the entire Gross Settlement Amount to the Settlement Administrator in full on the date it is due or within a reasonable time thereafter, then the Settlement Administrator shall refrain from distributing any part of the Gross Settlement Amount until the Parties provide the Settlement Administrator further instruction including by way of the Court's intervention or further orders.

80.c. Interest on Gross Settlement Amount that is Untimely or Incomplete. If Defendant fails to remit the entire Gross Settlement Amount to the Settlement Administrator in full on the date it is due, then Defendant shall be obligated to pay five percent (5%) annual interest on all amounts due and owing until Defendant remits the entire Gross Settlement Amount to the Settlement Administrator along with the accrued interest; the accrued interest shall remain part of the Net Settlement Amount and shall be distributed to Participating Class Members.

1 81. Settlement Fund Distribution After Effective Date. No later than seven (7) days after
2 receiving the Gross Settlement Amount in full, the Settlement Administrator shall distribute all payments
3 from the Settlement fund. The Parties and Parties' Counsel shall have the right to monitor and review the
4 administration of the Settlement to verify that monies allocated under this Settlement Agreement are
5 distributed to the correct persons and in correct amounts in keeping with the Final Approval Order and
6 Final Judgment.

7 81.a. Settlement Administration Costs Distribution. The Settlement Administrator shall
8 distribute Settlement Administration Costs to itself for the Settlement Administrator's execution of
9 settlement administration duties.

10 81.b. Class Representative Service Award Distribution. The Settlement Administrator
11 shall distribute the Class Representative Service Award to Plaintiff via a check in Plaintiff's name, but
12 mailed to Class Counsel, separate from any Individual Settlement Payment and Individual PAGA
13 Payment, for Plaintiff's efforts and risks in bringing and resolving the Action, which the Settlement
14 Administrator shall report as non-wage income on Internal Revenue Service (IRS) Form 1099-MISC.

15 81.c. Class Counsel Fee Award Distribution. The Settlement Administrator shall
16 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer as reasonable attorneys'
17 fees for litigating and resolving the Action, which the Settlement Administrator shall report as non-wage
18 income on IRS Form 1099-MISC.

19 81.d. Class Counsel Cost Award Distribution. The Settlement Administrator shall
20 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer for reimbursement of
21 Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action, which the
22 Settlement Administrator shall report as non-wage income on IRS Form 1099-MISC.

23 81.e. PAGA Payment to the LWDA Distribution. The Settlement Administrator shall
24 distribute the PAGA Payment to the LWDA via secure wire transfer or by other secure means to the
25 LWDA as its seventy-five percent (75%) share of the PAGA Payment.

26 81.f. Individual PAGA Payment Distribution. The Settlement Administrator shall
27 distribute Individual PAGA Payment checks to all PAGA Members via bulk First Class United States
28 Mail addressed to each PAGA Members' last known mailing address based on data in the Class List

including all updated data resulting from Class Members' timely and valid Opt-Out Requests and the resolution of Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as non-wage income on IRS Form 1099-MISC, as required by IRS regulations.

81.g. Individual Settlement Payment Distribution. The Settlement Administrator shall distribute Individual Settlement Payment checks to all Participating Class Members via bulk First Class United States Mail addressed to each Participating Class Members' last known mailing address based on data in the Class List including all updated data resulting from Class Members' timely and valid Opt-Out Requests and the resolution of Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as two-thirds (2/3) wages, subject to reduction for applicable employee payroll taxes and customary withholdings, on IRS Form W-2s and one-third (1/3) as non-wage income on IRS Form 1099-MISC, as required by IRS regulations.

82. 120-Day Reminder Postcard for Uncashed Individual Settlement Payment and Individual PAGA Payment Checks Void. No later than one hundred and twenty (120) days of mailing Individual Settlement Payment and Individual PAGA Payment checks in bulk, the Settlement Administrator shall mail a reminder postcard to all Participating Class Members and PAGA Members, who have not cashed or deposited their Individual Settlement Payment or Individual PAGA Payment checks, that indicates their Individual Settlement Payment or Individual PAGA Payment checks shall become void if they are not cashed or deposited by a date certain.

82.a. Check Reissuance and Re-Mailing Prior to Void Date. The Settlement Administrator shall, prior to the date that all Individual Settlement Payment or Individual PAGA Payment checks become void, reissue any misrouted, misplaced, lost or stolen Individual Settlement Payment or Individual PAGA Payment checks to an affected Participating Class Member or PAGA Member, so long as the affected Participating Class Member or PAGA Member's original Individual Settlement Payment or Individual PAGA Payment check has not been cashed or deposited.

82.b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment Amounts to the Unclaimed Property Fund. No later than fourteen (14) days after Individual Settlement Payment and Individual PAGA Payment checks become void, the Settlement Administrator shall transfer all amounts associated with the voided checks to the Unclaimed Property Fund in the name of the affected

1 Participating Class Members or PAGA Members thereby leaving no “unpaid residue” subject to the
2 requirements of California Code of Civil Procedure section 384(b).

3 83. Settlement Administrator’s Report Following Settlement Fund Distribution. After
4 settlement fund distribution, and at the Parties’ and Parties’ Counsel’s joint or independent requests, the
5 Settlement Administrator shall provide written reports or declarations to the Parties and Parties’ Counsel
6 describing, among other things, the results of the settlement fund distribution process, including an
7 accounting of: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA
8 Payment to the LWDA; (4) Individual PAGA Payments; (5) the Class Representative Service Award; (6)
9 the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement as
10 well as the transfer of all amounts associated with any voided checks to the Unclaimed Property Fund,
11 which report or declarations Plaintiff may file with the Court.

12 **XI. ADDITIONAL SETTLEMENT PROVISIONS**

13 84. Authorization to Enter into Settlement Agreement and Indemnification. Parties’ Counsel
14 warrant and represent they were expressly authorized by the Parties whom they respectively represent to
15 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken,
16 on behalf of the Class, to effectuate its terms. The person signing this Settlement Agreement on behalf of
17 Defendant represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf
18 of Defendant.

19 85. Intent to be Binding and Enforceability. The Parties intend this Settlement Agreement to
20 be fully binding on each other and that the Court shall have jurisdiction to enforce the terms and conditions
21 of the Settlement Agreement pursuant to Code of Civil Procedure section 664.6 (or the federal equivalent)
22 upon noticed motion. If any of the Parties breach any terms of this Settlement Agreement and an action is
23 brought to enforce its terms, then the prevailing party in any enforcement action shall be entitled to recover
24 reasonable attorneys’ fees and costs.

25 86. Continuing Jurisdiction of the Court. Following entry of Final Judgment, the Court shall
26 retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
27 Settlement Agreement and all orders and directives entered in connection therewith. Parties and Parties’
28 Counsel shall submit to the jurisdiction of the Court for purposes of interpreting, implementing, and

1 enforcing this Settlement Agreement and all orders and directives entered in connection therewith.

2 86.a. Effect of Settlement Not Being Final. If this Settlement Agreement does not
3 become final by way of entry of a Final Judgment or by a denial of a preliminary approval or a final
4 approval with prejudice that binds the Parties from exercising their rights to renegotiate a settlement over
5 the same or similar subject matter, then it shall be rendered null and void ab initio. If this Settlement
6 Agreement is rendered null and void ab initio, then no Class Member or person shall use this Settlement
7 Agreement to support any claim or request for class certification in the Action or in any other civil
8 proceeding against Defendant. The Parties shall, accordingly, proceed in all respects as if this Settlement
9 Agreement had not been executed, except that Plaintiff, on the one hand, and Defendant, on the other
10 hand, shall pay the Settlement Administration Costs incurred to date to the Settlement Administrator in
11 fifty percent (50%) shares.

12 86.b. Agreement to Cooperate if Court Does Not Approve Settlement. If the Court does
13 not finally approve this Settlement for any reason and in a manner that does not bind the Parties from
14 exercising their rights to renegotiate a settlement over the same or similar subject matter, then the Parties
15 agree to cooperate to reach a settlement that may be approved by the Court.

16 86.c. Best Efforts and Cooperation. The Parties pledge their good faith and fair dealing
17 in supporting the approval of this Settlement Agreement by the Court including, but not limited to, fully
18 documenting the settlement, timely delivering documents and information to each other, completing or
19 filing any other required documents or pleadings, and arguing that the terms and conditions agreed upon
20 should be enforced fully. Defendant agrees that it shall not oppose Plaintiff's motion for preliminary
21 approval or motion for final approval nor any motions or requests for fees, costs, or awards so long as
22 Plaintiff's motions and requests are materially consistent with the terms and provisions of this Settlement
23 Agreement.

24 86.d. Disclosure of Discovery and Further Confirmatory Discovery to Support Fairness,
25 reasonableness, and adequacy of Settlement. Defendant shall not object to Class Counsel's revelation of
26 information that Defendant may have marked as confidential under the mediation privilege including the
27 data, documents, and sampling exchanged for mediation purposes solely in connection with obtaining
28 Court approval of the Settlement. If the Court denies entry of an order granting preliminary approval or

1 final approval for want of additional information about the fairness, reasonableness or adequacy of the
2 Settlement, then Defendant shall provide Class Counsel informal confirmatory discovery, as reasonably
3 necessary, to secure preliminary or final approval of the Settlement such as additional data, documents,
4 time and pay record samples.

5 86.e. Resolution of Disputes. If the Court fails to approve this Settlement for any reason,
6 or if the Parties are unable to reach agreement on the form or content of any document needed to implement
7 the Settlement, or on any supplemental provision that may become necessary to effectuate the terms of
8 this Settlement Agreement, then the Parties agree to meet and confer and attend mediation with Justice
9 Steven M. Vartabedian (Retired) to reach a settlement that the Court may approve or to resolve such
10 disagreement, as necessary.

11 86.f. No Discouragement of Class Member Participation or Obstruction of Settlement.
12 The Parties agree not to encourage Class Members to file Opt-Out Requests, Objections, oppositions or
13 other motions that oppose the entry of a Preliminary Approval Order or a Final Approval Order that
14 approves this Settlement Agreement including by refraining from obtaining waivers or “*Pick Up Stix*”
15 agreements from Class Members.

16 86.g. Confidentiality Limitation on Public Statements About Settlement. Other than to
17 present this Settlement to the Court for preliminary and final approval, the Parties and Parties’ Counsel
18 agree to limit public comment on this settlement, the case, and the claims to stating that the matter has
19 been resolved to the satisfaction of the Parties.

20 86.h. Neutral Employment Reference. If Defendant receives any oral and/or written
21 requests from prospective employers or other persons about Plaintiff’s employment with Defendant, then
22 Defendant shall provide a neutral and objective employment reference, which may include no more than
23 the substance of the following information: that Defendant currently or formerly employed Plaintiff; the
24 start date and end date of Plaintiff’s period(s) of employment; Plaintiff’s job title(s) while employed; and
25 Plaintiff’s current or final pay rate. Defendant shall refrain from subjectively characterizing Plaintiff’s
26 personal characteristics, qualities, or job performance in any manner and shall not refer to the Action or
27 this Settlement Agreement.

28 86.i. California Law Governs. All terms of this Settlement Agreement and the Exhibits

1 attached hereto shall be governed by and interpreted according to the laws of the State of California.
2 However, if any material inconsistencies or ambiguities arise during the construction and interpretation of
3 the terms and provisions of any of the Exhibits as compared to the terms and provisions in this Settlement
4 Agreement, then the terms and provisions in this Settlement Agreement shall control.

5 86.j. Method of Signature and Counterparts. This Settlement Agreement may be
6 executed by facsimile, electronic, document scan, or other means, in one or more counterparts or
7 duplicates of originals and each of them shall be deemed an original and shall constitute one instrument.

8 86.k. Amendment or Modification. This Settlement Agreement shall not be amended or
9 modified in any material respect unless by a written instrument signed by the Parties.

10 86.l. Binding on Successors and Assigns. This Settlement Agreement shall be binding
11 upon and inure to the benefit of the Parties' successors and assigns.

12 86.m. Headings. The descriptive headings of any paragraphs or sections of this Settlement
13 Agreement including the capitalized terms therein are inserted for convenience only.

14 86.n. Construction. The Parties have drafted this Settlement Agreement together. Hence,
15 in any construction of this Settlement Agreement, the same shall not be construed against any of the Parties
16 by reason of any claim that one of the Parties drafted the Settlement Agreement.

17 86.o. Invalidity of Any Provision. If any term or provision of this Settlement Agreement
18 is deemed invalid, then the Parties agree that the Court should strike the invalid term or provision and then
19 fully construe the remaining terms and provisions valid and, in a manner, resulting in a construction giving
20 all remaining terms and provisions of this Settlement Agreement validity and enforceability.

21 86.p. Waivers. The waiver of any breach of this Settlement Agreement shall not be
22 deemed or construed as a waiver of any other breach of this Settlement Agreement, whether prior,
23 subsequent, contemporaneous, or continuing.

24 87. Severability. If one or more of the provisions contained in this Settlement Agreement is
25 deemed or held invalid, illegal, or unenforceable in any respect, then the invalid, illegal, or unenforceable
26 provisions shall be deemed stricken and the remaining provisions shall remain valid.

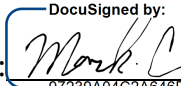
27 88. Entire Agreement. This Settlement Agreement and the attached Exhibits constitute the
28 entire agreement between the Parties. The Exhibits to this Settlement Agreement are an integral part of

the Settlement. No oral or written representations, warranties, or inducements have been made to Plaintiff or Defendant concerning this Settlement Agreement other than the representations, warranties and covenants contained and memorialized in this Settlement Agreement. No other prior or contemporaneous written or oral agreements regarding the subject matter herein shall be deemed binding on the Parties.

IT IS SO STIPULATED.

DATED: 2/14/2023

Plaintiff MARK CASTELLANOS

DocuSigned by:
By: 
MARK CASTELLANOS

Plaintiff MARK CASTELLANOS individually, and on behalf of all others similarly situated

DATED: _____

Defendant DOBLER & SONS, LLC

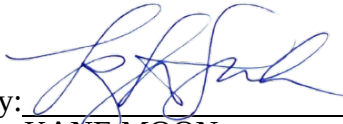
By: _____
CRAIG DOBLER

President, DOBLER & SONS, LLC, a limited liability company

APPROVED AS TO FORM:

DATED: 2/14/2023

MOON & YANG, APC

By: 
KANE MOON
ROY K. SUH

Attorneys for Plaintiff MARK CASTELLANOS individually, and on behalf of all others similarly situated

DATED: _____

NOLAND, HAMERLY, ETIENNE & HOSS

By: _____
ANA C. TOLEDO

Attorneys for Defendant DOBLER & SONS, LLC, a limited liability company

1 the Settlement. No oral or written representations, warranties, or inducements have been made to Plaintiff
2 or Defendant concerning this Settlement Agreement other than the representations, warranties and
3 covenants contained and memorialized in this Settlement Agreement. No other prior or contemporaneous
4 written or oral agreements regarding the subject matter herein shall be deemed binding on the Parties.

5 **IT IS SO STIPULATED.**

6 DATED: _____

Plaintiff MARK CASTELLANOS

7
8 By: _____
MARK CASTELLANOS

9 Plaintiff MARK CASTELLANOS individually, and
10 on behalf of all others similarly situated

11 DATED: 3/3/23

Defendant DOBLER & SONS, LLC

12
13 By: 
CRAIG DOBLER

14 President, DOBLER & SONS, LLC, a limited
15 liability company

16 **APPROVED AS TO FORM:**

17 DATED: _____

MOON & YANG, APC

18
19 By: _____
KANE MOON
ROY K. SUH

20
21 Attorneys for Plaintiff MARK CASTELLANOS
22 individually, and on behalf of all others similarly
situated

23 DATED: 3/3/23

NOLAND, HAMERLY, ETIENNE & HOSS

24
25 By: 
ANA C. TOLEDO

26 Attorneys for Defendant DOBLER & SONS, LLC,
27 a limited liability company
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EXHIBIT 1
(Draft Class Notice)

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Castellanos v. Dobler & Sons, LLC
Santa Cruz County Superior Court, Case No. 22CV00188

**A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER.
YOU ARE NOT BEING SUED.**

IF YOU ARE OR WERE EMPLOYED BY DOBLER & SONS, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME BETWEEN JANUARY 25, 2018 AND [DATE], THEN THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement” or “proposed Settlement”) has been reached in class and representative action entitled *Castellanos v. Dobler & Sons, LLC*, Santa Cruz County Superior Court, Case No. 22CV00188 (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action. A formal Settlement Agreement is filed with the Court, which you may request a copy of, as described below. If there are any material inconsistencies between this notice and the Settlement Agreement, then subject to Court review, the provisions in the Settlement Agreement shall control.

The Court has preliminarily approved the Settlement’s payment provisions and other terms and conditions described in this notice. The Honorable Timothy J. Volkmann will determine whether the Settlement is fair, adequate, and reasonable and whether a Final Approval Order and a Final Judgment should be entered during a Final Approval Hearing at [FINAL APPROVAL HEARING DATE & TIME] in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California 95060. Because the date and time of the Final Approval Hearing may change without further notice, you should contact the Settlement Administrator or Class Counsel for further updates.

IF YOU DO NOT REQUEST TO BE EXCLUDED OR “OPT-OUT” OF THE SETTLEMENT ON TIME AND THE COURT ENTERS A FINAL APPROVAL ORDER AND A FINAL JUDGMENT, THEN YOU MAY BE ENTITLED TO AN INDIVIDUAL SETTLEMENT PAYMENT AND MAY BE BOUND BY THE RELEASE OF THE “RELEASED CLAIMS” DESCRIBED IN THIS NOTICE.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do nothing	If you do nothing, then you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up various rights to pursue a separate legal action against Defendant Dobler & Sons, LLC (“Defendant”) and any Released Parties based on any of the Released Claims.
Request to exclude yourself from or “Opt-Out” of the Settlement	If you do not want to participate in this Settlement, then you must exclude yourself from or “Opt-Out” of the Settlement, by writing to the Settlement Administrator by [RESPONSE DEADLINE]. If you choose to Opt-Out, then you will not receive any benefits under the Settlement nor will you release any claims against Defendant. If you qualify as a PAGA Member, however, then you will still receive an Individual PAGA Payment even if you choose to Opt-Out.
Object to the Settlement	If you wish to object to the Settlement, then you must write to the Settlement Administrator by [RESPONSE DEADLINE], about why you object to the Settlement. This option is available only if you do not Opt-Out of the Settlement.
Contest or dispute your Workweek or PAGA Pay Period credits	If you wish to contest or dispute the number of Workweek or PAGA Pay Period credits the Settlement Administrator intends on assigning to you for the purpose of calculating your share of the Settlement funds, then you must write to the Settlement Administrator by [RESPONSE DEADLINE], about why you dispute the credits and provide supporting documentation that you possess to support your dispute.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class of persons (the “Class”):

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time at any time from January 25, 2018 to [DATE] (“Class Period”).

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this Action about?

Plaintiff Mark Castellanos (“Plaintiff”), individually, and on behalf of the Class, alleges Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide required meal periods; (4) failed to provide required

rest periods; (5) failed to indemnify employees for necessary expenditures; (6) failed to furnish accurate itemized wage statements; (7) failed to pay timely and all wages due to discharged and quitting employees; (8) engaged in unfair and unlawful business practices under California Business and Professions Code; (9) and engaged in conduct giving rise to civil penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”).

Plaintiff believes this Settlement is in the best interests of all Class Members. Defendant denies all liability and is confident it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions and costs associated with continued litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and Defendant (the “Parties”). Considering the risks and expenses associated with continued litigation, the Parties agree this Settlement is fair, adequate, and reasonable.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Class?

The attorneys representing the Class in the Action (“Class Counsel”) are: Kane Moon (Cal. SBN 249834) and Roy K. Suh (Cal. SBN 283988), MOON & YANG, APC, 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017; Telephone: (213) 232-3128; Facsimile: (213) 232-3125.

What are the Settlement payment terms?

Gross Settlement Amount. The “Gross Settlement Amount” of \$427,000.00 includes: (1) the amount of all Individual Settlement Payments to Class Members who do not Opt-out (“Participating Class Members”); (2) Settlement Administration Costs to the Settlement Administrator; (3) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”); (4) Individual PAGA Payments to PAGA Members; (5) the Class Representative Service Award to Plaintiff; (6) the Class Counsel Fee Award to Class Counsel; and (7) the Class Counsel Cost Award to Class Counsel.

Net Settlement Amount. The “Net Settlement Amount” is currently estimated to be \$247,166.67. The Net Settlement Amount is subject to a final accounting and court approval and will be the amount remaining for disbursement to Participating Class Members after the following amounts are deducted from Gross Settlement Amount: (1) Settlement Administration Costs estimated not to exceed \$20,000.00; (2) the \$22,500.00 PAGA Payment to the LWDA for PAGA penalties; (3) the \$7,500.00 aggregate PAGA Payment to PAGA Members; (4) the \$7,500.00 Class Representative Service Award to Plaintiff; (5) the greater of \$162,333.33 or one-third (1/3) of the Gross Settlement Amount as a Class Counsel Fee Award to Class Counsel; and (6) and a Class Counsel Cost Award not to exceed \$20,000.00.

Individual Settlement Payments to Participating Class Members. The Settlement Administrator shall disburse Individual Settlement Payments from the estimated \$247,166.67 Net Settlement Amount to Participating Class Members based on the Workweek credits assigned to them. Individual Settlement Payments shall be characterized as two-thirds (2/3) wages, subject to IRS Form W-2 reporting, and one-third (1/3) non-wages, subject to IRS Form 1099 reporting. The Settlement Administrator shall deduct applicable local, state and federal taxes from the wage portion of the Individual Settlement Payments only.

Individual PAGA Payments to PAGA Members. If you worked as an hourly non-exempt employee for Defendant in California at any time from **January 20, 2021** to **[DATE]** (“PAGA Period”), then you may also be a PAGA Member. The Settlement Administrator shall disburse Individual PAGA Payments from the \$7,500.00 aggregate PAGA Payment to PAGA Members based on the Pay Period credits assigned to them. Individual PAGA Payments shall be characterized as 100% non-wages, subject to IRS Form 1099 reporting.

PAGA Members Cannot opt-out of the “PAGA Component” of the Settlement. If you are a PAGA Member and the Settlement becomes final, then you will be entitled to an Individual PAGA Payment even if you choose to Opt-out of the Class component of the Settlement. This is because Individual PAGA Payments do not constitute consideration offered or exchanged for the release of any Class Members’ individual, private rights of action. In other words, PAGA Members cannot opt-out of the PAGA component of the Settlement, but they can still preserve their individual, private rights to sue Defendant for any of the Released Claims as long as they Opt-out the “Class component” of the Settlement on time.

Checks Void at 180 Days & Transfer to California State Controller’s Unclaimed Property Fund. If the Settlement becomes final, then the Settlement Administrator shall mail Individual Settlement Payment and Individual PAGA Payment checks no sooner than 75 days thereafter. If any Individual Settlement Payment or Individual PAGA Payment checks remain uncashed 180 days after the Settlement Administrator’s initial bulk mailing, then the uncashed checks will automatically become void and the Settlement Administrator shall transfer the uncashed check amounts to the California State Controller’s Unclaimed Property Fund for deposit in the names of affected Participating Class Members, who shall remain bound by the Settlement. If the monies represented by your check is sent to the Unclaimed Property Fund, then you may consult the Unclaimed Property Fund’s website (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

No Tax Advice. Parties and their attorneys make no representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning any tax consequences of payments to any Class Member.

How much money should you expect as an Individual Settlement Payment and an Individual PAGA Payment?

Individual Settlement Payment Calculations. The Settlement Administrator shall determine Individual Settlement Payment amounts by (1) dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the “Workweek Dollar Value” amount; and (2) multiplying the Workweek Dollar Value with the number of Workweek credits assigned to each Participating Class Member.

Workweek Credits. The Settlement Administrator shall credit each individual Participating Class Member with a single Workweek credit for every calendar week that the individual Participating Class Member worked at least one day or is otherwise identifiable, in Defendant’s personnel records, as Defendant’s employee in the state of California during the Class Period. Defendant estimates Class Members worked for Defendant during an aggregated 28,472 Workweeks.

Individual PAGA Payment Calculations. The Settlement Administrator shall determine Individual PAGA Payment amounts by (1) dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in the “PAGA Pay Period Dollar Value” amount; and (2) multiplying the PAGA Pay Period Dollar Value with the number of PAGA Pay Period credits assigned to each PAGA Member.

PAGA Pay Period Credits. The Settlement Administrator shall credit each individual PAGA Member with a single PAGA Pay Period credit for every two calendar weeks that the individual PAGA Member worked at least one day or is otherwise identifiable, in Defendant’s personnel records, as Defendant’s employee in the State of California during the PAGA Period. Defendant estimates PAGA Members worked for Defendant during an aggregated 8,531 PAGA Pay Periods.

Your Preliminarily Assigned Workweeks and PAGA Pay Periods and Estimated Individual Settlement Payment and Individual PAGA Payment: Defendant has provided the Settlement Administrator with the Workweeks and the PAGA Pay Periods all Class Members and PAGA Members worked during the Class Period and PAGA Period. Based on Defendant’s records, the Settlement Administrator intends to credit you with the following Workweek and PAGA Pay Period credits:

<<Total Workweeks>> Workweek Credits

<<Total Workweeks>> PAGA Pay Period Credits

Based on the estimated Workweek Dollar Value of <<\$X.XX.00>> and the estimated PAGA Pay Period Dollar Value of <<\$X.XX.00>>, **your estimated Individual Settlement Payment and estimated Individual PAGA Payment are:**

<<EstSettPayment>> Individual Settlement Payment

<<EstPAGAPayment>> Individual PAGA Payment

Please note that the foregoing amounts are only estimates before a final accounting is conducted and before all required legal deductions; your actual payment may be greater or smaller than the amount reported above.

Who are the Released Parties and what claims will be released by the proposed Settlement’s Released Claims?

The Effective Date of the Settlement. The “Effective Date” is the date that the Class is served notice of the Court’s entry of a Final Judgment in the manner specified by the Court and (i) sixty-five (65) days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the judgment has been filed; or (ii) five (5) days after the day when all appeals, writs or other challenges to the Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for the filing of any further appeals, writs or other challenges has lapsed, whichever date is later.

Participating Class Members’ Release of Released Claims Against Released Parties. If the Effective Date occurs and Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, then Plaintiff and each Participating Class Member shall be deemed to have settled and released the “Released Parties” of all “Released Claims” as follows:

- “Released Parties” means Defendant and each of its current and former agents, officers, employees, directors, owners, members, subsidiaries, affiliates, parent companies, insurers, attorneys and other related parties who may be liable for any of the Released Claims.
- “Released Claims” means all claims, rights, demands, liabilities and causes of action arising from the alleged (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) and (9) conduct giving rise to Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*) civil penalties, and all other claims, rights, demands, liabilities and causes of action that may have been alleged based on the facts alleged in the operative complaint in the Action.

California’s Release of PAGA Claims Against Released Parties. If the Effective Date occurs and Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, then the State of California, by and through Plaintiff, its deputized PAGA representative, shall be deemed to have settled and released the Released Parties of all “PAGA Claims”

as follows:

- “PAGA Claims” means all claims or causes of action under PAGA that were or could have been premised on the claims, liabilities, demands, causes of action, rights, penalties, legal theories of relief, or obligations of any nature in Plaintiff’s January 20, 2022 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-863883-22 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including, but not limited to, for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

What are my options in this matter?

Class Members’ Four Options and Communications with the Settlement Administrator & Class Counsel. You have four (4) options under this Settlement. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Payment; (B) request to exclude yourself from or “Opt-Out” of the Settlement; (C) object to the Settlement; and (D) contest or dispute your Workweek or PAGA Pay Period credits. All Opt-Out Requests, Objections and Workweek/PAGA Pay Period Disputes must be submitted to the Settlement Administrator at: Settlement Administrator for *Castellanos v. Dobler & Sons, LLC* P.O. Box _____, [City], [State] [Zip] by United States Mail, facsimile and/or in other written form by no later than [RESPONSE DEADLINE DATE]. The Settlement Administrator is authorized to communicate with you if you exercise any of these options under this Settlement. Additionally, unless you clearly state that you do not wish to be contacted by Class Counsel, Class Counsel may contact you to resolve any uncertainties about the validity of any Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes you submit.

OPTION A. (Do Nothing). If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the proposed Settlement, then **you do not need to take any action and you do not need to submit a claim form.** If you do nothing (for example, if you do not submit timely and valid Opt-Out Request), then you will remain in the Class, Class Counsel will represent you for the purposes of this Settlement at no direct cost and you will be deemed to have consented to release the Released Claims described above.

OPTION B. (Request to Exclude Yourself from or “Opt-Out” of the Settlement). If you do not want to be part of the proposed Settlement, then you must submit a timely and valid written Opt-Out Request to the Settlement Administrator by [RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your dates of employment; (3) your contact information (e.g., current mailing address and telephone number); (4) **your statement in no exact words but, nevertheless, substantially in a form and substance indicating a desire to be excluded from the Settlement Agreement (e.g., “I wish to be excluded from the settlement.”; “I opt out from the settlement.”);** and (5) your or your legal representative’s signature. If you submit a timely and valid written Opt-Out Request, then you will have no further role in the Action, you will not be entitled to any benefit (except for being entitled to an Individual PAGA Payment, if you qualify) under the proposed Settlement and you may not be entitled or permitted to assert or raise an objection to the Settlement.

If you do not submit an Opt-Out Request in the manner described above in time, then the Court may determine that you have not opted out, you may be deemed a Participating Class Member and you may be bound by the release of Released Claims as described above and all other terms of the Settlement. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an Opt-Out Request is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the request null and void.

OPTION C. (Object to the Settlement). If you wish to object to the settlement, then you may object to it by submitting a timely and written Objection to the Settlement Administrator by [RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your dates of employment; (3) your current contact information (e.g., a current mailing address and telephone number); (4) your statement indicating the grounds for the objection; and (5) your or your legal representative’s signature. Class Counsel will not assist or represent you for the purposes of objecting to the Settlement. However, you may hire an attorney at your own expense to represent you in your objection. **If Court finally approves the Settlement despite any Objections, then you may and will likely be bound by the terms of the Settlement including the release of Released Claims as set forth above.**

If you do not submit an Objection in the manner described above in time, then the Court may determine that you have waived any objections and may not allow you to make any objection (whether by appeal or otherwise) to the proposed Settlement. Subject to review by Class Counsel, Defendant’s Counsel and the Court, the Settlement Administrator shall determine whether an objection is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the objection null and void.

OPTION D. (Contest or Dispute Your Workweek or PAGA Pay Period Credits). If you disagree with the number of Workweek or PAGA Pay Period credits you have been preliminarily assigned above, then you must submit a timely and valid written Workweek/PAGA Pay Period Dispute to the Settlement Administrator by [RESPONSE DEADLINE DATE] with the following information: (1) your full name; (2) your dates of employment; (3) your current contact information (e.g., a current mailing address and telephone number); (4) **a statement indicating the number of Workweeks and/or PAGA Pay Periods that you contend should be credited along with documentary evidence to support your contentions, if any;** and (5) your or your legal representative’s signature.

If you do not submit a Workweek/PAGA Pay Period Dispute in the manner described above in time, then the Court may

determine that you have waived any challenge to the Workweek or PAGA Pay Period credits you have been assigned. Subject to review by Class Counsel, Defendant's Counsel and the Court, the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period dispute is in writing and whether the writing lacks any of the foregoing five (5) enumerated items, which may render the Workweek/PAGA Pay Period dispute null and void.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing [FINAL APPROVAL HEARING DATE & TIME] in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California 95060 regarding the fairness, reasonableness, and adequacy of the proposed Settlement. The Final Approval Hearing may be rescheduled without further notice to Class Members. **You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.**

If the Court grants final approval of the Settlement, then notice of the Final Judgment may be provided by electronic posting on the Settlement Administrator's website (www.) within seven (7) days after entry of the Final Judgment or in another manner other than direct mailing or notice to you.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation of Class and Representative Action Settlement, which, along with other records in the Action, may be available for inspection and/or copying during regular business hours at the Court Clerk's Office or by visiting the Court's case "Smart Search" website or webpage at: <https://portal.santacruzcourt.org/Portal/Home/Dashboard/29>. Please visit the Court's website for more information about accessing case related documents. You may also request a copy of the Settlement Agreement from Class Counsel, or contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

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EXHIBIT 2

(Draft Preliminary Approval Order)

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Attorneys for Plaintiff MARK CASTELLANOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ - SANTA CRUZ COURTHOUSE

MARK CASTELLANOS, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DOBLER & SONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV00188

*Assigned for all purposes to the Honorable
Timothy J. Volkmann, Department 5*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

PAGA Case No.

LWDA-CM-863883-22:

Action Filed:

FAC Filed:

Trial Date:

January 20, 2022

January 25, 2022

August 2, 2022

None Set

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") came before this Court on [PRELIMINARY APPROVAL HEARING DATE & TIME] in *Castellanos v. Dobler & Sons, LLC*, Santa Cruz County Superior Court, Case No. 22CV00188 (the "Action"). The Court, having reviewed the Motion and declarations filed in support thereof, including the Stipulation of Class and Representative Action Settlement ("Settlement Agreement") attached as **Exhibit A** to the Declaration of Roy K. Suh, the Notice of Class and Representative Action Settlement ("Class Notice"), which is attached as **Exhibit 1** to the Settlement Agreement and for GOOD CAUSE appearing, the Court hereby ORDERS the following:

1. The Court GRANTS preliminary approval of the settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at the Final Approval Hearing. For purposes of the settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class" defined as follows:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time from January 25, 2018 to [DATE] ("Class Period").

The Court further notes that the PAGA release component of the proposed Settlement shall potentially bind the State of California with respect to the following persons:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time from January 20, 2021 to [DATE] ("PAGA Period").

2. For settlement purposes only, the Court designates Plaintiff Mark Castellanos as Class Representative.

3. For settlement purposes only, the Court appoints Kane Moon and Roy K. Suh of Moon & Yang, APC, as Class Counsel.

4. The Court appoints [Settlement Administrator – TBD] as the Settlement Administrator.

5. A Final Approval Hearing on the question of whether the proposed Settlement should be finally approved as fair, as to the members of the Class is scheduled in Department 5 of this Court, located

1 at 701 Ocean Street, Santa Cruz, California 95060 at _____ a.m./p.m.
2 _____.

3 6. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should
4 be approved as fair, reasonable, and adequate for the Class; (b) whether an order granting final approval
5 of the settlement and a final judgement should be entered; and (c) whether Plaintiff's application for a
6 Class Representative Service Award and an award of attorney's fees and costs should be granted.

7 7. Counsel for Plaintiff shall file memoranda, declarations, or other statements and materials
8 in support of their request for final approval and an award of attorney's fees and costs by no later than
9 _____.

10 8. The Court approves, as to form and content, the Class Notice attached as **Exhibit 1** to the
11 Settlement Agreement. The Court finds that the form of notice to the Class regarding the pendency of the
12 Action and of the proposed Settlement and the methods of giving notice to members of the Class constitute
13 the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all
14 members of the Class. The class notice administration process complies with the requirements of
15 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
16 Court, rules 3.766 and 3.769, the California and United States Constitutions and other applicable law.

17 9. The Court further approves the procedures for Class Members to opt out of or object to the
18 proposed Settlement, as set forth in the Settlement Agreement and the Class Notice.

19 10. The Court orders the Parties to carry out the class notice administration process for the
20 proposed Settlement according to the terms of the Settlement Agreement and authorizes the Parties to
21 utilize all reasonable procedures to effectuate those ends, which are materially consistent with this Order
22 and the Settlement Agreement.

23 11. Pending the Final Approval Hearing, all proceedings in the Action, other than those
24 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order,
25 are stayed. To facilitate class notice administration pending the Final Approval Hearing, the Court hereby
26 enjoins all Class Members from filing or prosecuting any claims, suits, or proceedings regarding claims
27 released under the proposed Settlement pending in this Department until such Class Members have
28 submitted valid Opt-Out Requests with the Settlement Administrator.

12. The Court orders the following Implementation Schedule for further proceedings:

<u>Event</u>	<u>Timing</u>
Last day for Defendant to provide Class List to the Settlement Administrator.	_____ [date] (21 days after preliminary approval)
Last day for the Settlement Administrator to mail Class Notice to Class Members in bulk.	_____ [date] (14 days after receipt of Class List; 35 days after preliminary approval)
Last day for Class Members to postmark or submit Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes to the Settlement ("Response Deadline").	_____ [date] (60 days after Class Notice Mailing Date; 95 days after preliminary approval)
Last day for Settlement Administrator to provide Parties with list of all Class Members who submitted valid Opt-Out Request, Objections or Workweek/PAGA Pay Period Disputes.	_____ [date] (10 days after Response Deadline; 105 days after preliminary approval)
Last day for Plaintiff to file a motion and supporting documents for final approval of class action settlement.	_____ [date] (16 court days before Final Approval Hearing)
Final Approval Hearing.	_____ [date] at _____ [time] (135 days after preliminary approval)

13. The Final Approval Hearing and related deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court

IT IS SO ORDERED.

DATED: _____

THE HONORABLE TIMOTHY J. VOLKMANN
Judge of the Superior Court

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EXHIBIT 3

**(Draft Final Approval
Order)**

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Attorneys for Plaintiff MARK CASTELLANOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ - SANTA CRUZ COURTHOUSE

MARK CASTELLANOS, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DOBLER & SONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV00188

*Assigned for all purposes to the Honorable Timothy
J. Volkmann, Department 5*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

PAGA Case No.

LWDA-CM-863883-22:

Action Filed:

FAC Filed:

Trial Date:

January 20, 2022

January 25, 2022

August 2, 2022

None Set

[PROPOSED] ORDER GRANTING FINAL APPROVAL

Plaintiff's unopposed Motion for Final Approval of Class Action Settlement ("Motion") came before this Court on [FINAL APPROVAL HEARING DATE & TIME] in *Castellanos v. Dobler & Sons, LLC*, Santa Cruz County Superior Court, Case No. 22CV00188 (the "Action"). The Court, having fully reviewed the Motion and declarations and exhibits filed in support thereof, as well as the records and documents on file in the Action including the Stipulation of Class and Representative Action Settlement ("Settlement Agreement") attached as Exhibit A to the Declaration of Roy K. Suh, the Notice of Class and Representative Action Settlement ("Class Notice"), which is attached as **Exhibit 1** to the Settlement, and the Declaration of [Settlement Administrator – TBD] and for and for GOOD CAUSE appearing, the Court hereby ORDERS the following:

1. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Class Members and Defendant and finally certifies and binds the following Class Members and Class:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time from January 25, 2018 to [DATE] ("Class Period").

The Court further finds that the PAGA release component of the proposed Settlement shall bind the State of California with respect to the following persons:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time from January 20, 2021 to [DATE] ("PAGA Period").

2. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA") the Court grants final approval of the Settlement as set forth in the Settlement Agreement for settlement purposes only.

3. The Court finds that Plaintiff Mark Castellanos has adequately represented the Class and finally appoints him as Class Representative.

4. The Court finds that Kane Moon and Roy K. Suh of Moon & Yang, APC, have adequately represented the Class and finally appoints them as Class Counsel.

5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to

1 evaluate their respective positions. It appears to the Court that Settlement will avoid substantial additional
2 costs by all parties, as well as the delay and risk that would be presented by further prosecution of the
3 Action. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive,
4 arm's-length negotiations.

5 6. The Court determines that the Parties complied with the distribution of the Class Notice to
6 the Class in the manner and form set forth in the Preliminary Approval Order and that, as a result, the
7 Class Notice provided to the Class was the best notice practicable under the circumstances, constituted
8 due and sufficient notice to all persons entitled to such notice and that all absent Class Members have been
9 given the opportunity to participate fully in the claims exclusion and the approval process.

10 7. [Simpluris/TBD], the Court-appointed Settlement Administrator has received _____
11 Workweek/PAGA Pay Period Disputes regarding the calculations of Class Members' credited Workweeks
12 or PAGA Pay Periods. The Settlement Administrator has, furthermore, received _____ Objections and
13 _____ Opt-Out Request to the Settlement (i.e., "Opt Outs") in response to the Class Notice.
14 Accordingly, all Class Members shall be bound by the terms of the Settlement.

15 8. Plaintiff and all Class Members ("Participating Class Members"), shall have, by operation
16 of this Order and the accompanying Judgment, fully, finally, and forever released, relinquished, and
17 discharged Released Parties from all Released Claims as set forth in the Settlement Agreement.
18 Participating Class Members shall be forever barred and enjoined from prosecuting any of the Released
19 Claims against the Released Parties as set forth in the Settlement Agreement, whether or not they actually
20 receive or cash Individual Settlement Payment checks and shall not be entitled to any further payment or
21 any personal relief of any kind from any Released Parties including any payment for damages, wages,
22 compensation, commissions, fees, costs, reimbursements, penalties, or interest on account of the Released
23 Claims. If a Participating Class Member fails to receive or cash his or her Individual Settlement Payment
24 check, then the affected Participating Class Member shall be deemed bound nonetheless.

25 9. The State of California, by and through Plaintiff and PAGA Representative Mark
26 Castellanos, shall, by operation of this Order and the accompanying Judgment, fully, finally, and forever
27 release, relinquish, and discharge Released Parties from all PAGA Claims set forth in the Settlement
28 Agreement as they relate to the PAGA Settlement and PAGA Members.

10. The Settlement is not an admission by Defendant of the merits of any claim in the Action or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of liability or an admission that any of Defendant's defenses in the Action are with or without merit, or (b) disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by the Settlement.

11. The Court approves the Gross Settlement Amount, as set forth in the Settlement Agreement, of four hundred twenty-seven thousand dollars and zero cents (\$427,000.00), which shall be non-reversionary and which shall include (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the LWDA; (4) the PAGA Payment to PAGA Members; (5) the Class Representative Service Award; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award, payable under this Settlement in keeping with the subparagraphs below:

a. Individual Settlement Payments. The Court approves the methodology used to calculate each Participating Class Member's Individual Settlement Payment amount as detailed in the Settlement Agreement and approves payments of those amounts to Participating Class Members as Individual Settlement Payments.

b. Settlement Administration Costs. The Court approves the payment of [AMOUNT - TBD] as Settlement Administration Costs to the Settlement Administrator.

c. PAGA Payment to the LWDA. The Court approves the payment of twenty-two thousand, five hundred dollars and zero cents (\$22,500.00) to the California Labor Workforce Development Agency for the settlement of the PAGA Claims.

d. PAGA Payment to PAGA Members. The Court approves the payment of seven thousand, five hundred dollars, and zero cents (\$7,500.00) as the aggregate PAGA Payment to PAGA Members, the methodology used to calculate each PAGA Member's Individual PAGA Payment amount as detailed in the Settlement Agreement and approves payments of those amounts to PAGA Members as Individual PAGA Payments.

1 e. Class Representative Service Award. The Court approves the payment of seven
2 thousand, five hundred dollars, and zero cents (\$7,500.00) as a Class Representative Service Award to
3 Plaintiff, separate and apart from any amounts due to Plaintiff as an Individual Settlement Payment or
4 Individual PAGA Payment.

5 f. Class Counsel Fee Award. The Court approves the payment of one hundred sixty-
6 two thousand, three hundred thirty-three dollars, and thirty-three cents (\$162,333.33) [or _____]
7 thousand dollars, and zero cents (\$____.00), which is one-third (1/3) of the Gross Settlement Amount]
8 as a Class Counsel Fee Award payable to Class Counsel in recognition of Class Counsel's diligent
9 representation of Plaintiff and Class Members and the contingent risks Class Counsel undertook in
10 litigating the Action because the Court determines that the award of such fees is fair and reasonable. The
11 Court finds that Class Counsel's request for attorneys' fees is reasonable under the common fund method.
12 The Court finds that Class Counsel's request for attorneys' fees is also reasonable under the lodestar
13 method with application of a multiplier. The Court finds that the number of hours Class Counsel spent
14 prosecuting the Action is reasonable and Class Counsel's hourly rates are reasonable and in line with rates
15 prevailing in the community. Application of a multiplier is appropriate given the contingent risk incurred
16 by Class Counsel, the difficulty of the questions involved, the substantial benefit conferred on the Class
17 as a result of the Settlement, and the skill displayed by Class Counsel.

18 g. Class Counsel Cost Award. The Court approves the payment of [_____ thousand
19 dollars, and zero cents (\$____.00)] as a Class Counsel Cost Award to Class Counsel for reimbursement
20 of Class Counsel's reasonable litigation expenses incurred in litigating and resolving the Action as a Class
21 Counsel Cost Award for reimbursement of Class Counsel's litigation costs because the Court determines
22 that the award of such costs is fair and reasonable.

23 12. The Court hereby approves the plan for transferring uncashed Individual Settlement
24 Payment and Individual PAGA Settlement checks funds to California State Controller's Unclaimed
25 Property Fund.

26 13. The Court orders the Parties to carry out the settlement fund distribution process for the
27 Settlement according to the terms of the Settlement Agreement and authorizes the Parties to utilize all
28 reasonable procedures to effectuate those ends, which are materially consistent with this Order and the

Settlement Agreement.

14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in this Order or in the Settlement Agreement and as later approved by the Court.

15. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over all matters related to the administration and consummation of the Settlement and any claims, asserted in, arising out of, or related to the subject matter of the Action including, but not limited to, all matters related to the final distribution of Settlement funds and the determination of all controversies relating thereto.

16. A non-appearance Case Review re: Final Report re: Distribution of Settlement Funds is set for _____ (240 days from this Order) at _____. The Court orders Class Counsel to file the Final Report five (5) court days in advance of the Case Review.

17. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, this Court GRANTS Plaintiff's motion for Final Approval of Class Action Settlement and further directs that a separate Final Judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE TIMOTHY J. VOLKMANN
Judge of the Superior Court

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EXHIBIT 4

(Draft Final Judgment)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ - SANTA CRUZ COURTHOUSE

MARK CASTELLANOS, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DOBLER & SONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV00188

*Assigned for all purposes to the Honorable
Timothy J. Volkmann, Department 5*

[PROPOSED] FINAL JUDGMENT

PAGA Case No.

LWDA-CM-863883-22:

January 20, 2022

Action Filed:

January 25, 2022

FAC Filed:

August 2, 2022

Trial Date:

None Set

[PROPOSED] FINAL JUDGMENT

In keeping with this Court's [FINAL APPROVAL HEARING DATE] Order Granting Final Approval of Stipulation of Class and Representative Action Settlement ("Final Approval Order") this Court hereby **ADJUDGES** and **DECREES**:

1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now enters this Final Judgment pursuant to which Plaintiff, Participating Class Members and the State of California, California Labor and Workforce Development Agency ("LWDA"), shall take nothing from Defendant Dobler & Sons, LLC ("Defendant"), except as expressly set forth in the Final Approval Order.

2. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the following Class:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time from January 25, 2018 to [DATE] ("Class Period").

and finally binds the State of California as to the following PAGA Members:

All current and former hourly non-exempt employees who worked for Defendant in California as an hourly, non-exempt employee at any time from January 20, 2021 to [DATE] ("PAGA Period").

3. Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h), this Court shall retain jurisdiction over the Parties, Participating Class Members and the LWDA with respect to enforcement of this Final Judgment including, but not limited to, all matters related to the interpretation, administration, and consummation of the Settlement. Pursuant to the Rules of Court, Rule 3.771(b), the Settlement Administrator's posting of an electronic copy of this Final Judgment on the Settlement Administrator's website shall be deemed due and sufficient notice of entry of this Final Judgment.

IT IS SO ADJUDGED.

DATED: _____

THE HONORABLE TIMOTHY J. VOLKMANN
Judge of the Superior Court