

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

jeff@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Andrew T. Magaline (SBN 290413)

andrew@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JOSE ANGUIANO MARTINEZ and JORGE AGUIRRE,
on behalf of themselves and all others similarly situated
and aggrieved

[Additional Counsel listed on the next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE ANGUIANO MARTINEZ, an
individual and on behalf of all others
similarly situated,

Plaintiffs,

v.

KENYON PLASTERING, INC., a California
corporation; KENYON PLASTERING OF
VISALIA, INC., a California corporation;
KENYON PLASTERING OF FRESNO,
INC., a California corporation; KENYON
PLASTERING OF CALIFORNIA, INC. a
California corporation; KENYON
PLASTERING OF SOUTHERN
CALIFORNIA, INC., a California
corporation; KENYON PLASTERING OF
LIVERMORE, INC., a California
corporation; KENYON PLASTERING OF
STOCKTON, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2216155

[Assigned for all purposes to the Hon.
Jessica Morgan in Dept. S26]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: August 26, 2022
TRIAL DATE: None set

1
2 **KLYE TODD, P.C**

Kyle Todd (SBN 286370)

3 *kyle@kyletodd.com*

171 N. Altadena Drive, Suite 270

4 Pasadena, California 91107

Telephone: (232) 208-9171; Facsimile: (232) 693-0822

5 Attorneys for Plaintiffs, ISMAEL CALDERON, OSCAR GARCIA,

6 EFRAIN DIAZ LOPEZ, FRANCISCO MONTES, and

EMMANUEL NAVARRO CARRILLO, behalf of themselves and all others similarly situated
and aggrieved

7
8 **ELKIN GAMBOA, LLP**

Michael Elkin (SBN 286862)

9 *michael@elkingamboa.com*

4119 W Burbank Blvd, Ste 110

10 Burbank CA 91505

Tel: 323-372-1202; Fax: 323-372-1216

11 Attorneys for Plaintiffs, ISMAEL CALDERON, OSCAR GARCIA,

12 EFRAIN DIAZ LOPEZ, FRANCISCO MONTES, and

13 EMMANUEL NAVARRO CARRILLO, behalf of themselves and all others similarly situated
and aggrieved

14
15 **LAW OFFICES OF FARRAH MIRABEL**

Farrah Mirabel (SBN 162933)

16 *fmesq@fmirabel.com*

1070 Stradella Rd.,

17 Los Angeles, CA 90077-2608

18 Attorneys for Plaintiff EVELYN YEANETH BOROR BANTES on behalf of herself and all others
19 similarly situated and aggrieved

20 PAUL J. BAUER (SBN 202752)

21 SAGASER, WATKINS & WEILAND, PC

5260 N. Palm Ave., Ste 400

22 Fresno, CA 93704

Telephone: (559) 421-7000

23 Facsimile: (559) 473-1483

Email: paul@sw2law.com

24 Attorneys for Defendants, KENYON PLASTERING, INC., KENYON PLASTERING OF
25 VISALIA, INC., KENYON PLASTERING OF FRESNO, INC., KENYON PLASTERING OF
26 CALIFORNIA, INC., KENYON PLASTERING OF SOUTHERN CALIFORNIA, INC.,
KENYON PLASTERING OF LIVERMORE, INC., and KENYON PLASTERING OF
27 STOCKTON, INC.

1 This Joint Stipulation Re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiffs
3 ANGUIANO MARTINEZ (“Martinez”), JORGE AGUIRRE (“Aguirre”), ISMAEL
4 CALDERON (“Calderon”), OSCAR GARCIA (“Garcia”), EFRAIN DIAZ LOPEZ (“Lopez”),
5 FRANCISCO MONTES (“Montes”), EMMANUEL NAVARRO CARRILLO (“Carrillo”) and
6 EVELYN YEANETH BOROR BANTES (“Bantes”, and collectively with Martinez, Aguirre,
7 Calderon, Garcia, Lopez, Montes, and Carrillo “Plaintiffs”), on behalf of themselves and all
8 others similarly situated and aggrieved, on one hand; and defendants KENYON PLASTERING,
9 INC., (“Kenyon Plastering”); KENYON PLASTERING OF VISALIA, INC. (“Kenyon of
10 Visalia”); KENYON PLASTERING OF FRESNO, INC., (“Kenyon of Fresno”); KENYON
11 PLASTERING OF CALIFORNIA, INC. (“Kenyon of California”); KENYON PLASTERING
12 OF SOUTHERN CALIFORNIA, INC., (“Kenyon of So. Cal.”); KENYON PLASTERING OF
13 LIVERMORE, INC., (“Kenyon of Livermore”); KENYON PLASTERING OF STOCKTON,
14 INC., (“Kenyon of Stockton,” collectively “Defendants”), on the other hand, in the lawsuits
15 entitled *Martinez v. Kenyon Plastering, Inc.*, filed in San Bernardino County Superior Court,
16 Case No. CIVSB2216155 (the “ Martinez Action”); *Ismael Calderon v. Kenyon Plastering of*
17 *Fresno, Inc.*, filed in Fresno County Superior Court, Case No. 22CEG03006 (the “Calderon
18 Action”); and *Bantes v. Kenyon Plastering of Southern California, Inc.*, Los Angeles Superior
19 Court Case No. 23STCV02504 (the “Bantes Class Action”). Plaintiffs and Defendants shall be,
20 at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to
21 fully, finally and forever resolve the claims as set forth herein, based upon and subject to the
22 terms and conditions of this Agreement.

23 **1. DEFINITIONS**

24 **A. “Action”** means the actions entitled *Martinez v. Kenyon Plastering, Inc.*, filed in
25 San Bernardino County Superior Court, Case No. CIVSB2216155 (the “Martinez Action”),
26 *Ismael Calderon v. Kenyon Plastering of Fresno, Inc.*, filed in Fresno County Superior Court,
27 Case No. 22CEG03006 (the “Calderon Action”), and *Bantes v. Kenyon Plastering of Southern*

1 *California, Inc.*, Los Angeles Superior Court Case No. 23STCV02504 (the “Bantes Class
2 Action”).

3 **B. “Aggrieved Employees”** means all persons currently or formerly employed by
4 Defendants as non-exempt, hourly-paid employees during the PAGA Period in the State of
5 California.

6 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel,
7 of Bibiyan Law Group, P.C.; Kyle Todd of Kyle Todd, P.C.; Michaelk Elkin of Elkin Gamboa,
8 LLP, and Farrah Mirabel of Law Offices of Farrah Mirabel. The term “Class Counsel” shall be
9 used synonymously with the term “Plaintiffs’ Counsel.”

10 **D. “Class Members,” “Settlement Class,” or “Settlement Class Members”** means
11 all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees
12 during the Class Period in the State of California.

13 **E. “Class Period”** means the period from August 26, 2018 through April 13, 2024.

14 **F. “Class Notice”** means and refers to the notice sent to Class Members after
15 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
16 Agreement.

17 **G. “Court”** means the Superior Court of the State of California for the County of
18 San Bernardino.

19 **H. “Defendants”** means, collectively, defendant of KENYON PLASTERING, INC.,
20 (“Kenyon Plastering”); KENYON PLASTERING OF VISALIA, INC. (“Kenyon of Visalia”);
21 KENYON PLASTERING OF FRESNO, INC., (“Kenyon of Fresno”); KENYON
22 PLASTERING OF CALIFORNIA, INC. (“Kenyon of California”); KENYON PLASTERING
23 OF SOUTHERN CALIFORNIA, INC., (“Kenyon of So. Cal.”); KENYON PLASTERING OF
24 LIVERMORE, INC., (“Kenyon of Livermore”); and KENYON PLASTERING OF
25 STOCKTON, INC., (“Kenyon of Stockton”).

26 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
27 the wage portions of the Individual Settlement Payments under the Federal Insurance
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Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

J. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

K. “General Release” means the broader release of claims by Plaintiffs, which is in addition to Plaintiffs’ limited release of claims as Participating Class Members.

L. “Gross Settlement Amount” means a non-reversionary fund in the sum of Five Million Dollars and Zero Cents (\$5,000,000.00),¹ which shall be paid by Defendants, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Awards, the PAGA Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendants, separate, apart and in addition to the Gross Settlement Amount.

M. “Individual PAGA Payment” means a payment made to an Aggrieved Employee for his or her share of the PAGA Payment, which may be in addition to his or her Individual Settlement Share if he or she is also a Participating Class Member.

N. “Individual Settlement Payment” means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

O. “Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period, which shall be reflected in his or her Class Notice.

¹ As may be increased in accordance with Paragraph 17. below.

1 **P. “LWDA Payment”** means the payment to the State of California Labor and
2 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
3 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
4 Settlement Amount. The Parties have agreed that Two Hundred Thousand Dollars and Zero Cents
5 (\$200,000.00) shall be allocated toward PAGA penalties, of which One Hundred Fifty Thousand
6 Dollars and Zero Cents (\$150,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
7 Fifty Thousand Dollars and Zero Cents (\$50,000.00) will be paid to Aggrieved Employees on a
8 *pro rata* basis based on the Pay Periods worked in the PAGA Period, as further set out herein
9 (*i.e.* the PAGA Payment).

10 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
11 that is available for distribution to the Participating Class Members after deductions for the Court-
12 approved allocations for Settlement Administration Costs, Service Award to Plaintiffs, an award
13 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
14 Payment and the PAGA Payment.

15 **R. “Operative Complaint”** means the Second Amended Complaint to be filed in the
16 Action.

17 **S. “PAGA Payment”** is the 25% portion of the One Hundred Fifty Thousand Dollars
18 and Zero Cents (\$150,000.00) that is allocated toward PAGA penalties (Fifty Thousand Dollars
19 and Zero Cents (\$50,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based
20 on the Pay Period worked as non-exempt, hourly paid employees in California in the PAGA
21 Period, which would be in addition to their Individual Settlement Payment if they are
22 Participating Class Members, as well.

23 **T. “PAGA Period”** means the period from June 29, 2021 through the end of the
24 Class Period.

25 **T. “Participating Class Members”** means all Settlement Class Members who do
26 not submit a timely and valid Request for Exclusion.

27 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
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1 Settlement Amount that a Participating Class Member is eligible to receive based on the number
2 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
3 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
4 may be entitled if he or she is also an Aggrieved Employee.

5 **V. “Pay Period”** means any pay period during which an Aggrieved Employee
6 worked for Defendants for at least one day during the PAGA Period, based on dates of
7 employment (*i.e.* hire dates, re-hire dates (as applicable), and termination dates (as applicable)).

8 **W. “Plaintiffs,” “Named Plaintiffs” or “Class Representatives”** shall refer to
9 plaintiffs Jose Anguiano Martinez, Jorge Aguirre, Ismael Calderon, Oscar Garcia, Efrain Diaz
10 Lopez, Francisco Montes, Emmanuel Navarro Carrillo, and Evelyn Yeaneth Boror Bantes.

11 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
12 granting preliminary approval of the Settlement.

13 **X. “Released Parties”** shall mean Defendants and their past, present and/or future,
14 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
15 representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successor, and
16 assigns.

17 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
18 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
19 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
20 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
21 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
22 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
23 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
24 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
25 Workweek Dispute was submitted by the Response Deadline.

26 **Z. “Request for Exclusion”** means a written request to be excluded from the
27 Settlement Class pursuant to Paragraph 9(C) below.

AA. “**Service Awards**” means monetary amounts to be paid to Plaintiffs, which, subject to Court approval, will be paid out of the Gross Settlement Amount.

BB. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Awards and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$41,500.00. If the actual amount of the Settlement Administration Costs is less than \$41,500.00, the difference between \$41,500.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$41,500.00, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

CC. “Settlement Administrator” means the Third-Party Administrator selected by the Plaintiffs that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

DD. “Workweeks” means any week during the Class Period in which any Class Member performed any work for Defendants, based on hire dates, termination dates (as

applicable), and re-hire date(s) (as applicable). A Workweek shall begin on Monday at 12:00 AM and end on Sunday at 11:59 PM.

2. BACKGROUND

A. On June 29, 2022, Martinez filed a letter (“PAGA Notice”) with the Labor and Workforce Development Agency (“LDWA”), notifying the LDWA and Defendants of his intention to file a complaint pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of himself and all others aggrieved. The PAGA Notice was later amended to add Aguirre.

B. On August 26, 2022, Mr. Martinez filed his class action complaint against Defendants on behalf of himself and those similarly situated in the San Bernardino Superior Court, Case No. CIVSB2216155, alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses; and (9) engaging in unfair competition (the “Martinez Class Action”).

C. On September 13, 2022, after sixty-five (65) days had passed since plaintiff Martinez filed and served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, plaintiff Martinez amended the Martinez Class Action adding Plaintiff Aguilar as a co-plaintiff, and adding the claims alleged in the PAGA Notice as the tenth cause of action to the First Amended Complaint.

D. On September 22, 2022, Mr. Calderon filed his class action Complaint against Defendants on behalf of himself and those similarly situated in the *Ismael Calderon v. Kenyon Plastering of Fresno, Inc., et al.*, Fresno Superior Court, Case No. 22CECG03006, alleging: (1) failure to pay minimum wages in violation of Labor Code sections 510, 1194, 1194.2, and 1197.1; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to provide accurate wage statements in

1 violation of Labor Code sections 226.2 and 226; (5) failure to pay wages due at time of
2 termination in violation of Labor Code sections 201, 202, and 203; (6) engaging in unfair
3 competition in violation of Business and Professions Code section 17200 (“Calderon Class
4 Action”).

5 **E.** On February 3, 2023, plaintiff Bantes filed her complaint in the Los Angeles
6 County Superior Court, Case No. 23STCV02504, asserting various allegations against
7 Defendants, including: (1) Unpaid missed rest breaks (Labor Code section 226.7(a); (2) unpaid
8 missed meal breaks (Labor Code sections 226.7 and 512); (3) failure to pay for all overtime
9 wages earned (Labor Code sections 510 and 1194); (4) failure to pay minimum wage and pay for
10 all wages earned (Labor Code section 204, 1194, and 1197); (5) failure to pay for sick days
11 (Labor Code section 246(a) and 246.5); (6) failure to reimburse required business expenses
12 (Labor Code section 2802); (7) failure to maintain accurate payroll records (Labor Code sections
13 226(a) and 1174); (8) failure to pay all wages upon separation (Labor Code section 201-203); (9)
14 violation of California Business and Professions Code section 17200, et seq.) (“Bantes Class
15 Action”). Plaintiff also alleged a sixteenth cause of action for civil penalties pursuant to Labor
16 Code section 2699 (PAGA penalties). Further, Plaintiff alleged individual non-wage and hour
17 causes of action under the tenth through fifteenth causes of action in the Bantes’ Class Action.
18 On or about February 11, 2024, Plaintiff Bantes dismissed her tenth through fifteenth causes of
19 action without prejudice.

20 **F.** Prior to mediation, Plaintiffs were provided, through informal discovery, with: (1)
21 payroll records for all of the estimated 7,341 Class Members, and time records for approximately
22 300 Class Members across various locations, which allowed Class Counsel to obtain class data
23 points, including the estimated number of class members during the Class Period, the estimated
24 number of Workweeks during the Class Period, the estimated number of Aggrieved Employees
25 during the PAGA Period, the estimated number of Pay Periods during the PAGA Period, the
26 number of employees separated from employment during the relevant statutory period; and (2)
27 Defendants’ employee handbooks and corporate policies.

1 **G.** On December 14, 2023, the Parties participated in a full-day mediation with Paul
2 Grossman, Esquire, a well-regarded mediator, experienced in mediating complex labor and
3 employment matters. With the aid of the mediator’s evaluation, and months of further
4 negotiations, the Parties reached the Settlement to resolve the Action. As part of this Agreement,
5 the Parties agree to stipulate to fling an amended the Martinez Class Action, and dismiss the
6 Calderon Class Action and the Bantes Class Action, without prejudice, thereby effectively
7 consolidating the actions. The First Amended Complaint will be the consolidated actions
8 “Operative Complaint.”

9 **H.** Class Counsel have conducted significant investigation of the law and facts
10 relating to the claims asserted in the Action and the PAGA Notices, and have concluded that the
11 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement
12 Class, taking into account the sharply contested issues involved, the expense and time necessary
13 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
14 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
15 learned through discovery regarding Plaintiffs’ allegations, and the substantial benefits to be
16 received by Settlement Class Members.

17 **I.** Defendants have concluded that, because of the substantial expense of defending
18 against the Action, the length of time necessary to resolve the issues presented herein, the
19 inconvenience involved and the concomitant disruption to its business operations, it is in its best
20 interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims
21 asserted against them in the Action and the PAGA Notices. However, Defendants nevertheless
22 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
23 continuing litigation, and for the purpose of putting to rest the controversies engendered by the
24 Action.

25 **J.** This Agreement is intended to and does effectuate the full, final, and complete
26 resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all
27 PAGA Released Claims of Plaintiffs and, to the fullest extent permitted by law, of the State of
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California and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rules of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

The Parties hereby stipulate to filing an amended Martinez Class Action, and dismiss the Calderon Class Action and Bantes Class Action, without prejudice, thereby effectively consolidating the actions. The First Amended Complaint will be the consolidated actions “Operative Complaint.” The Parties hereby expressly agree that whether or not the Court finally approves the Settlement, plaintiff Calderon’s allegations from the Calderon Class Action and Bantes’ allegations from the Bantes Class Action will be effectively consolidated into the Martinez Class Action, will relate back to the date on which plaintiff Calderon filed the PAGA Notice, and Defendants will be estopped from making any argument that there is any adverse effect on the statute of limitations caused by any amendments or dismissals filed in order to effectuate this consolidation.

After full execution of this Agreement, Plaintiffs will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and Objections. If and when the Court

1 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
2 consistent with the Court's Preliminary Approval Order, Plaintiffs will move for an order finally
3 approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties
4 may both respond to any Objections lodged to final approval of the Settlement up to five (5) court
5 days before the Final Approval Hearing.

6 **6. STATEMENT OF NO ADMISSION**

7 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiffs
8 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
9 PAGA Notices. This Agreement shall not be deemed an admission by Defendants of any claims
10 or allegations asserted in the Action or the PAGA Notices. Except as set forth elsewhere herein,
11 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
12 or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or
13 affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA
14 Notices, and Defendants will not be deemed to have waived, limited or affected in any way any
15 of their objections or defenses in the Action and the PAGA Notices. The Parties shall not stipulate
16 to class certification and shall be restored to their respective positions in the Action prior to the
17 entry of this Settlement in the event that this Agreement is not approved by the Court or any
18 appellate court. Payment of wages under this Settlement neither extends nor alter the Class
19 Members' period of employment with Defendants for any purpose.

20 **7. RELEASE OF CLAIMS**

21 **A. Release by All Participating Class Members**

22 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
23 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
24 Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiffs and
25 all Participating Class Members, for the duration of the Class Period, release all claims that were
26 alleged or reasonably could have been alleged based on the facts stated in the Operative
27 Complaint, including, but not limited to: (a) all claims for failure to pay overtime wages; (b) all

1 claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal
2 periods or compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods
3 or compensation in lieu thereof; (e) all claims for failure to pay all wages due upon separation
4 from employment; (f) all claims for failure to provide accurate wage statements; (g) all claims
5 for failure to timely pay wages during employment; (h) all claims for failure to indemnify for
6 business expenses; (i) all claims for failure to pay sick days; (j) all claims for failure to maintain
7 accurate payroll records; and (k) all claims asserted through California Business & Profession
8 Code *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint (the
9 “Class Released Claims”).

10 **B. Release by All Aggrieved Employees**

11 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
12 release includes for the duration of the PAGA Period, all claims for PAGA civil penalties asserted
13 in the PAGA Notices and the Operative Complaint or that could have been based on the factual
14 allegations asserted in the PAGA Notices and Operative Complaint and for PAGA civil penalties
15 (the “PAGA Released Claims”). The Class Released Claims and the PAGA Released Claims
16 shall be referred to herein as the “Released Claims.”

17 **C. Claims Not Released**

18 The releases above expressly exclude all other claims, including claims for vested
19 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, and any other claims outside of the Class Released Claims of Participating Class
21 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
22 Employees (and, to the extent permitted by law, the State of California) arising outside of the
23 PAGA Period. Also, the releases expressly exclude Plaintiff EVELYN YEANETH BOROR
24 BANTES claims for wrongful termination as alleged in her complaint in a separate action filed
25 in Los Angeles Superior Court against Defendant KENYON PLASTERING OF SOUTHERN
26 CALIFORNIA, INC., Case No. 23STCV19912.

27 **D. General Release**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiffs' employment with Defendants or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiffs stipulate and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

8. SETTLEMENT ADMINISTRATOR

A. The Parties, through their respective Counsel, have mutually selected Phoenix Settlement Administrators to administer the Settlement, which includes, but is not limited to, translating the Class Notice to Spanish, distributing, and responding to inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$41,500.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less

1 than \$41,500.00, the difference between \$41,500.00 and the actual Settlement Administration
2 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
3 \$41,500.00, then such excess will be paid solely from the Gross Settlement Amount and
4 Defendants will not be responsible for paying any additional funds in order to pay these
5 additional costs, unless the additional costs are the result of Defendants' actions, in the sole
6 discretion of the Settlement Administrator.

7 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
8 **PROCESS**

9 **A. Notice to the Settlement Class Members**

10 (1) Within seven (7) calendar days after the Preliminary Approval Date,
11 Defendants' Counsel shall provide the Settlement Administrator with information with respect
12 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
13 currently in Defendants' possession, custody or control; (3) last known telephone number(s)
14 currently in Defendants' possession, custody or control; (4) last known Social Security
15 Number(s) in Defendants' possession, custody or control; and (5) the dates of employment, *i.e.*,
16 hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
17 Member ("Class List"). The Settlement Administrator shall perform an address search using the
18 United States Postal Service National Change of Address ("NCOA") database and update the
19 addresses contained on the Class List with the newly found addresses, if any. Within seven (7)
20 calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement
21 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
22 Members via first-class regular U.S. Mail using the most current mailing address information
23 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
24 Settlement Administrator's records evidencing the giving of notice to any Settlement Class
25 Member for at least four (4) years from the Final Approval Date.

26 (2) The Class Notice will set forth:

27 (a) the Settlement Class Member's estimated Individual
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Settlement Payment and Individual PAGA Payment,
and the basis for each;

- (b) the information required by California Rules of Court,
rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved
the Settlement;
- (g) how the Settlement Class Member can obtain
additional information, including contact information
for Class Counsel;
- (h) information regarding opt-out and objection
procedures;
- (i) the date and location of the Final Approval Hearing;
and
- (j) that the Settlement Class Member must notify the
Settlement Administrator no later than the Response
Deadline if the Settlement Class Member disputes the
accuracy of the number of Workweeks worked as set
forth on his or her Class Notice (“Workweek Dispute”).
If a Settlement Class Member fails to timely dispute the
number of Workweeks attributed to him or her in
conformity with the instructions in the Class Notice,
then he or she shall be deemed to have waived any
objection to its accuracy and any claim to any
additional settlement payment based on different data.

1 (3) If a Class Notice from the initial notice mailing is returned as
2 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
3 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
4 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
5 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
6 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
7 Member within three (3) business days. Further, any Class Notices that are returned to the
8 Settlement Administrator with a forwarding address before the Response Deadline shall be
9 promptly re-mailed to the forwarding address affixed thereto.

10 (4) No later than seven (7) calendar days from the Response Deadline, the
11 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
12 completion of the notice process, including the number of attempts to obtain valid mailing
13 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
14 and copies of all Requests for Exclusion and Objections received by the Settlement
15 Administrator.

16 **B. Objections**

17 Only Participating Class Members may object to the Settlement. In order for any
18 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
19 do so by mailing a written objection to the Settlement Administrator at the address provided on
20 the Class Notice no later than the Response Deadline. The Settlement Administrator shall email
21 a copy of the Objection forthwith to Class Counsel and Defendants' Counsel and attach copies
22 of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in
23 support of Plaintiffs' Motion for Final Approval. The Objection should set forth in writing: (1)
24 the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
25 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
26 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with
27 whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement
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1 Class Member objects to the Settlement, the Settlement Class Member will remain a member of
2 the Settlement Class and if the Court approves this Agreement, the Settlement Class Member
3 will be bound by the terms of the Settlement in the same way and to the same extent as a
4 Settlement Class Member who does not object. The date of mailing of the Class Notice to the
5 objecting Settlement Class Member shall be conclusively determined according to the records of
6 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
7 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
8 expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the
9 Court up to five (5) court days before the Final Approval Hearing.

10 **C. Requesting Exclusion**

11 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
12 Settlement by mailing a written request to be excluded from the Settlement ("Request for
13 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
14 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
15 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
16 and (4) the following statement: "Please exclude me from the Settlement Class in the *Martinez,*
17 *et al. v. Kenyon Plastering, Inc.* matter," or any statement of similar meaning standing for the
18 proposition that the Class Member does not wish to participate in the Settlement. The Settlement
19 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
20 and Defendants' Counsel and shall report the Requests for Exclusions that it receives, to the
21 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
22 Class Member who requests exclusion using this procedure will not be entitled to receive any
23 payment from the Settlement and will not be bound by the Settlement Agreement or have any
24 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who
25 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will
26 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
27 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is

1 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
2 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
3 Request for Exclusion will control, and the Objection will be overruled. Settlement Class
4 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
5 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
6 Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

7 **D. Disputes Regarding Settlement Class Members' Workweek Data**

8 Each Settlement Class Member may dispute the number of Workweeks attributed to him
9 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
10 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
11 Response Deadline. The Settlement Administrator shall immediately provide copies of all
12 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
13 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
14 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
15 adjudicate the dispute.

16 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
17 **PAGA PAYMENTS**

18 Individual Settlement Payments will be calculated and distributed to Participating Class
19 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
20 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
21 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
22 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
23 number of Workweeks worked during the PAGA Period. Specific calculations of the Individual
24 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
25 follows:

26 **A.** The Settlement Administrator will determine the total number of Workweeks
27 worked by each Settlement Class Member during the Class Period ("Class Member's
28

Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Individual Settlement Share = (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) x \$50,000.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

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1 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
2 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
3 Participating Class Members based on the number of Workweeks worked by them in the Class
4 Period.

5 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

6 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
7 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated
8 pursuant to Paragraph 17. of this Agreement, amounts to One Million Seven Hundred Fifty
9 Thousand Dollars and Zero Cents (\$1,750,000.00). Class Counsel shall further apply for, and
10 Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of
11 actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration
12 testimony in an amount of up to Eighty-Thousand Dollars and Zero Cents (\$80,000.00). Awards
13 of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and
14 future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the
15 settlement in Action. The "future" aspect of the amounts stated herein includes, without
16 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
17 There will be no additional charge of any kind to either the Settlement Class Members or request
18 for additional consideration from Defendants for such work unless, Defendants materially breach
19 this Agreement, including any term regarding funding, and further efforts are necessary from
20 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce
21 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
22 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
23 be a part of the Net Settlement Amount.

24 **13. SERVICE AWARD TO PLAINTIFF**

25 Named Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an
26 amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to plaintiffs
27 Calderon, Garcia, Lopez, Montes, Carrillo, and Bantes as well as up to Ten Thousand Dollars
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and Zero Cents (\$10,000.00) to plaintiffs Martinez and Aguirre, for a total of One Hundred Forty-Five Thousand Dollars and Zero Cents (\$170,000.00), for participation in and assistance with the Action. Any Service Award and additional consideration awarded and/or paid to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099-MISC. If the Court approves the Service Award in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099-MISC). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099-MISC will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of payroll taxes as described above.

d. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement

1 be relied upon as such within the meaning of United States Treasury Department Circular 230
2 (31 C.F.R. Part 10, as amended) or otherwise.

3 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

4 The Parties agree to allocate Two Hundred Thousand Dollars and Zero Cents
5 (\$200,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
6 seventy-five percent (75%) of the amount allocated toward PAGA penalties (\$150,000.00) will
7 be paid to the LWDA and twenty-five percent (25%) or \$50,000.00 will be distributed to
8 Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as
9 Aggrieved Employees during the PAGA Period.

10 **16. COURT APPROVAL**

11 This Agreement is contingent upon an order by the Court granting Final Approval of the
12 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
13 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
14 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
15 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
16 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
17 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
18 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
19 the Settlement Agreement being voided or not approved, and which control in such an event.

20 **17. INCREASE IN WORKWEEKS**

21 Defendants represent that there are no more than 284,121 Workweeks in the Class Period.
22 In the event the number of Workweeks in the Class Period increases by more than 10% or 28,412
23 Workweeks, then, at Defendants election: (1) the Gross Settlement Amount shall be increased
24 proportionally by the Workweeks in the Class Period in excess of 312,533 Workweeks (284,121
25 Workweeks + 28,412 Workweeks) multiplied by the Workweek Value; or (2) the Class Period
26 shall end on the date on or before the number of Workweeks reaches 312,533 Workweeks. The
27 Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement
28

Amount (\$5,000,000.00) by 284,121 Workweeks. The Parties agree that the Workweek Value amounts to \$17.60 per Workweek (\$5,000,000.00 / 284,121 Workweeks). Thus, for example, should there be 315,000 Workweeks worked by Class Members in the Class Period, and Defendants elect option (1) above, then the Gross Settlement Amount shall be increased by \$43,419.20 ((315,000 Workweeks – 312,533 Workweeks) x \$17.60 per Workweek).

18. DEFENDANTS' RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Late elections will have no effect.

19. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

20. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and

1 enforced under the laws of the State of California, both in its procedural and substantive aspects,
2 without regard to its conflict of law provisions. Any claim arising out of or relating to the
3 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
4 Court of the State of California for the County of San Bernardino, and Plaintiffs and Defendants
5 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
6 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
7 each of them, participated in the negotiation and drafting of this Agreement and had available to
8 them the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendants
9 may claim that any ambiguity in this Agreement should be construed against the other. The
10 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
11 the Court.

12 **B. Further Cooperation**

13 The Parties and their respective attorneys shall proceed diligently to prepare and execute
14 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
15 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
16 will not take any action inconsistent with this Agreement, including, without limitation,
17 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
18 Party has taken actions inconsistent with the Settlement, including, without limitation,
19 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
20 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
21 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
22 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
23 opt-outs and/or objections.

24 **C. Counterparts**

25 The Agreement may be executed in one or more actual or non-original counterparts, all
26 of which will be considered one and the same instrument and all of which will be considered
27 duplicate originals.

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Jose g anguiano
Jose g anguiano (Jun 14, 2024 19:19 PDT)

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JOSE ANGUIANO MARTINEZ
Plaintiff and Class Representative

Dated: 6/13, 2024

Jorge Aguirre
Jorge Aguirre (Jun 13, 2024 16:03 PDT)

JORGE AGUIRRE
Plaintiff and Class Representative

Dated: _____, 2024

ISMAEL CALDERON
Plaintiff and Class Representative

Dated: _____, 2024

OSCAR GARCIA
Plaintiff and Class Representative

Dated: _____, 2024

EFRAIN DIAZ LOPEZ
Plaintiff and Class Representative

Dated: _____, 2024

FRANCISCO MONTES
Plaintiff and Class Representative

Dated: _____, 2024

EMMANUEL NAVARRO CARRILLO
Plaintiff and Class Representative

Dated: _____, 2024

KENYON PLASTERING, INC.
Defendant
By: _____
Its: _____

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Dated: _____, 2024

KENYON PLASTERING OF VISALIA,
INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF FRESNO, INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF CALIFORNIA,
INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF SOUTHERN
CALIFORNIA, INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF LIVERMORE,
INC.
Defendant
By: _____
Its: _____

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Dated: _____, 2024

KENYON PLASTERING OF STOCKTON,
INC.
Defendant
By: _____
Its: _____

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AGREED AS TO FORM:

Vedang J. Patel

Dated: _____, 2024

DAVID D. BIBIYAN
VEDANG J. PATEL
ANDREW T. MAGALINE
Counsel for Plaintiffs JOSE ANGUIANO
MARTINEZ and JORGE AGUIRRE

Dated: _____, 2024

KYLE TODD
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

Dated: _____, 2024

MICHAEL ELKIN
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

Dated: _____, 2024

FARRAH MIRABEL
Counsel for Plaintiff EVELYN YEANETH
BOROR BANTES

Dated: _____, 2024

PAUL J. BAUER

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Counsel for Defendants KENYON
PLASTERING, INC., KENYON
PLASTERING OF VISALIA, INC.,
KENYON PLASTERING OF FRESNO,
INC., KENYON PLASTERING OF
CALIFORNIA, INC., KENYON
PLASTERING OF SOUTHERN
CALIFORNIA, INC., KENYON
PLASTERING OF LIVERMORE, INC., and
KENYON PLASTERING OF STOCKTON,
INC.

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JOSE ANGUIANO MARTINEZ
Plaintiff and Class Representative

Dated: _____, 2024

JOSE AGUIRRE
Plaintiff and Class Representative

Dated: 06/14, 2024



ISMAEL CALDERON
Plaintiff and Class Representative

Dated: Om, 2024



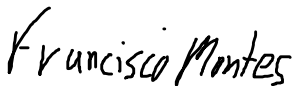
OSCAR GARCIA
Plaintiff and Class Representative

Dated: 6/14/, 2024



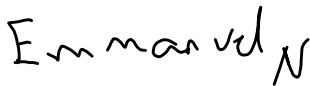
EFRAIN DIAZ LOPEZ
Plaintiff and Class Representative

Dated: 06 12 2024, 2024



FRANCISCO MONTES
Plaintiff and Class Representative

Dated: 6/12/2024, 2024



EMMANUEL NAVARRO CARRILLO
Plaintiff and Class Representative

Dated: _____, 2024

KENYON PLASTERING, INC.
Defendant
By: _____
Its: _____

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Dated: _____, 2024

KENYON PLASTERING OF VISALIA,
INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF FRESNO, INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF CALIFORNIA,
INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF SOUTHERN
CALIFORNIA, INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF LIVERMORE,
INC.
Defendant
By: _____
Its: _____

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2 Dated: _____, 2024

KENYON PLASTERING OF STOCKTON,
INC.

Defendant

By: _____

Its: _____

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9 **AGREED AS TO FORM:**

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11 Dated: _____, 2024

DAVID D. BIBIYAN

VEDANG J. PATEL

ANDREW T. MAGALINE

Counsel for Plaintiffs JOSE ANGUIANO

MARTINEZ and JOSE AGUIRRE

12
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14 Dated: June 17, 2024

Kyle Todd

Digitally signed by Kyle Todd
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email=kyle@kyletodd.com, c=US
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KYLE TODD

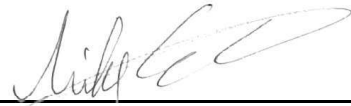
Counsel for Plaintiffs ISMAEL CALDERON,

OSCAR GARCIA, EFRAIN DIAZ LOPEZ,

FRANCISCO MONTES, and EMMANUEL

NAVARRO CARRILLO

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18 Dated: June 17, 2024


MICHAEL ELKIN

Counsel for Plaintiffs ISMAEL CALDERON,

OSCAR GARCIA, EFRAIN DIAZ LOPEZ,

FRANCISCO MONTES, and EMMANUEL

NAVARRO CARRILLO

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23 Dated: _____, 2024

FARRAH MIRABEL

Counsel for Plaintiff EVELYN YEANETH

BOROR BANTES

24
25
26 Dated: _____, 2024

PAUL J. BAUER

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Counsel for Defendants KENYON
PLASTERING, INC., KENYON
PLASTERING OF VISALIA, INC.,
KENYON PLASTERING OF FRESNO,
INC., KENYON PLASTERING OF
CALIFORNIA, INC., KENYON
PLASTERING OF SOUTHERN
CALIFORNIA, INC., KENYON
PLASTERING OF LIVERMORE, INC., and
KENYON PLASTERING OF STOCKTON,
INC.

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Dated: _____, 2024

JORGE AGUIRRE
Plaintiff and Class Representative

Dated: _____, 2024

ISMAEL CALDERON
Plaintiff and Class Representative

Dated: _____, 2024

OSCAR GARCIA
Plaintiff and Class Representative

Dated: _____, 2024

EFRAIN DIAZ LOPEZ
Plaintiff and Class Representative

Dated: _____, 2024

FRANCISCO MONTES
Plaintiff and Class Representative

Dated: _____, 2024

EMMANUEL NAVARRO CARRILLO
Plaintiff and Class Representative

Dated: June, 14, 2024



EVELYN YEANETH BOROR BANTES
Plaintiff and Class Representative

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Dated: _____, 2024

KENYON PLASTERING OF VISALIA,
INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF FRESNO, INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF CALIFORNIA,
INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF SOUTHERN
CALIFORNIA, INC.
Defendant
By: _____
Its: _____

Dated: _____, 2024

KENYON PLASTERING OF LIVERMORE,
INC.
Defendant
By: _____
Its: _____

1
2 Dated: _____, 2024

KENYON PLASTERING OF STOCKTON,
INC.

Defendant

By: _____

Its: _____

6 **AGREED AS TO FORM:**

8 Dated: _____, 2024

DAVID D. BIBIYAN

VEDANG J. PATEL

Counsel for Plaintiffs JOSE ANGUIANO
MARTINEZ and JORGE AGUIRRE

11 Dated: _____, 2024

KYLE TODD

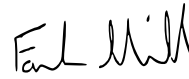
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

16 Dated: _____, 2024

MICHAEL ELKIN

Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

20 Dated: **June 14**, 2024



FARRAH MIRABEL

Counsel for Plaintiff EVELYN YEANETH
BOROR BANTES

24 Dated: _____, 2024

PAUL J. BAUER

Counsel for Defendants KENYON
PLASTERING, INC., KENYON
PLASTERING OF VISALIA, INC.,
KENYON PLASTERING OF FRESNO,
INC., KENYON PLASTERING OF

1
2 Dated: June 24, 2024


KENYON PLASTERING OF VISALIA,
INC.
Defendant
By: Brian C. Chien
Its: Corporate Secretary

6
7 Dated: June 24, 2024


KENYON PLASTERING OF FRESNO, INC.
Defendant
By: Brian C. Chien
Its: Corporate Secretary

11
12 Dated: June 24, 2024


KENYON PLASTERING OF CALIFORNIA,
INC.
Defendant
By: Brian C. Chien
Its: Corporate Secretary

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17 Dated: June 24, 2024


KENYON PLASTERING OF SOUTHERN
CALIFORNIA, INC.
Defendant
By: Brain C. Chien
Its: Corporate Secretary

21
22 Dated: June 24, 2024


KENYON PLASTERING OF LIVERMORE,
INC.
Defendant
By: Brain C. Chien
Its: Corporate Secretary

1
2 Dated: June 24, 2024



KENYON PLASTERING OF STOCKTON,
INC.
Defendant
By: Brian C. Chien
Its: Corporate Secretary

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6 **AGREED AS TO FORM:**

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8 Dated: _____, 2024

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiffs JOSE ANGUIANO
MARTINEZ and JORGE AGUIRRE

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11 Dated: _____, 2024

KYLE TODD
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

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16 Dated: _____, 2024

MICHAEL ELKIN
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

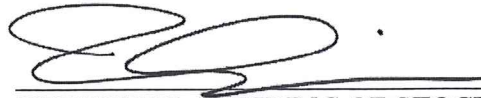
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20 Dated: _____, 2024

FARRAH MIRABEL
Counsel for Plaintiff EVELYN YEANETH
BOROR BANTES

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24 Dated: _____, 2024

PAUL J. BAUER
Counsel for Defendants KENYON
PLASTERING, INC., KENYON
PLASTERING OF VISALIA, INC.,
KENYON PLASTERING OF FRESNO,
INC., KENYON PLASTERING OF

1
2 Dated: June 24, 2024


KENYON PLASTERING OF STOCKTON,
INC.
Defendant
By: Brian C. Chien
Its: Corporate Secretary

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6 **AGREED AS TO FORM:**

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DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiffs JOSE ANGUIANO
MARTINEZ and JORGE AGUIRRE

Dated: _____, 2024

KYLE TODD
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

Dated: _____, 2024

MICHAEL ELKIN
Counsel for Plaintiffs ISMAEL CALDERON,
OSCAR GARCIA, EFRAIN DIAZ LOPEZ,
FRANCISCO MONTES, and EMMANUEL
NAVARRO CARRILLO

Dated: _____, 2024

FARRAH MIRABEL
Counsel for Plaintiff EVELYN YEANETH
BOROR BANTES

Dated: 24 June, 2024


PAUL J. BAUER
Counsel for Defendants KENYON
PLASTERING, INC., KENYON
PLASTERING OF VISALIA, INC.,
KENYON PLASTERING OF FRESNO,
INC., KENYON PLASTERING OF

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CALIFORNIA, INC., KENYON
PLASTERING OF SOUTHERN
CALIFORNIA, INC., KENYON
PLASTERING OF LIVERMORE, INC., and
KENYON PLASTERING OF STOCKTON,
INC.