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and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JUAN CARLOS ROSALES, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

BASKERVILLE-PARSONS CONTRACTORS,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25CV004198

[Assigned for all purposes to Hon. Lauri A.
Damrell, Dept. 22]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

Date: January 30, 2026
Time: 9:00 a.m.
Courtroom: Dept. 22
Judge: Hon. Lauri A. Damrell

Action Filed: February 20, 2025
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on January 30, 2026, upon the Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement” or “Settlement”) *see* Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

After reviewing the Agreement, the Notice process, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court preliminarily finds that the terms of the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

3. The Court finds that the Settlement has been reached as a result of intensive and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

4. The Parties’ Settlement is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing. The Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed settlement Class of the terms of the proposed settlement.

5. The Parties’ proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best notice practicable. The Parties’ proposed Class Notice is sufficient to inform Class Members of

1 the terms of the Settlement, their rights under the settlement, their rights to object to the Settlement,
2 their right to receive a payment under the settlement or elect not to participate in the settlement, and the
3 processes for doing so, and the date and location of the final approval hearing and are therefore
4 approved.

5 6. The following persons are certified as Class Members solely for the purpose of entering
6 a settlement in this matter:

7 All current and former hourly-paid, non-exempt employees of Defendant who worked
8 for Defendant in California at any time during the Class Period (the “Class Period” is
9 from February 20, 2021 through December 21, 2025.) “Participating Class Members”
are those Class Members who do not submit timely exclusion requests to the
Administrator. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.35.)

10 7. The following persons are Aggrieved Employees or PAGA Group Members for the
11 purpose of entering a settlement in this matter:

12 All current and former hourly-paid, non-exempt employees of Defendant who worked
13 for Defendant in California at any time during the PAGA Period (the “PAGA Period”
14 is from February 20, 2024 through December 21, 2025.) PAGA Group Members
cannot opt out of the settlement of the PAGA claim. (Settlement, ¶¶ 1.4, 1.31, 7.5.4.)

15 8. Plaintiff JUAN CARLOS ROSALES is appointed as the Class Representative. The
16 Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action
17 litigation and have no conflicts of interest with absent Class Members, and that they adequately
18 represented the interests of absent class members in the Litigation. TUNYAN LAW, APC are
19 appointed Class Counsel.

20 9. The Court appoints Phoenix Class Action Administration Solutions to act as the
21 Administrator, pursuant to the terms set forth in the Agreement.

22 10. Defendant is directed to provide the Administrator the names and most recent known
23 mailing addresses of Class Members and any other information required in accordance with the
24 Agreement (the “Class Database”).

25 11. The Administrator is directed to mail the approved Class Notice attached hereto as
26 **Exhibit 1** by first-class mail to the Class Members in accordance with the Agreement in English and
27
28

Spanish languages. Before mailing, the Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

12. The Court preliminarily approves the proposed procedure, set forth in the Settlement, for seeking exclusion from the Class Settlement. Class Members who wish to exclude themselves from the Settlement must submit a complete, valid, and timely a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Administrator, on or before the date the Response Deadline. The Response Deadline is sixty (60) calendar days from the initial mailing of the Class Notice or, in the case of a remailed Class Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 14 calendar days from re-mailing. Any Class Member who timely and validly submits a request for exclusion will not be entitled to a Settlement Class Payment and will not be bound by the Released Class Claims or have any right to object, appeal, or comment thereon. PAGA Group Employees will be bound by the Released PAGA Claims and will still be issued an Individual PAGA Payment, irrespective of whether they submit a request for exclusion. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. Class Members who do not submit a valid and timely Request for Exclusion in compliance with the Agreement shall be bound by the Agreement and any final judgment based thereon. All Exclusion Requests shall be filed with the Court.

13. The Court preliminarily approves the proposed procedure, set forth in the Settlement, for objection to the Settlement. To object to the Class Settlement, a Settlement Class Member must submit a written objection to the Administrator in conformity with the requirements set forth in the Class Notice, on or before the Response Deadline or appear at the final approval hearing in person or remotely or by his or her own attorney and show cause why the Court should not approve the settlement. The Administrator shall send the copies of any Objections to the counsel for Parties. All Objections shall be filed with the Court.

14. The Court preliminarily approves the proposed procedure for dispute of Workweeks for each Class Member, set forth in the Settlement and Class Notice. To dispute the number of workweeks and pay periods credited to each Class Member, a Class Member must submit written correspondence to the Administrator no later than the Response Deadline explaining the basis for the dispute and including any supporting documentation showing that the workweeks and/or pay periods credited to him or her is

1 inaccurate. If a Class Member disputes the accuracy of Defendant's records used to calculate workweeks
2 and pay periods, the Administrator will resolve workweek and/or pay period challenges based on Class
3 Members' submission and on input from Class Counsel (who will advocate on behalf of Participating
4 Class Members) and Defendant's Counsel. The Administrator's decision is final. The parties shall file
5 with the court all Workweeks Disputes submitted by Class Members together with the evidence
6 submitted by Class Members, and the decision made based on that evidence.

7 15. Class Members will be bound by the Agreement unless they submit a timely and valid
8 written request to be excluded from the Settlement by the response deadline. Any request for exclusion
9 shall be submitted to the Administrator rather than filed with the Court. Class members are not
10 required to send copies of their Exclusion Requests to counsel. The Administrator shall file, or provide
11 to Counsel for filing, a declaration authenticating a copy of every Exclusion Request received by the
12 Administrator.

13 16. Upon completion of the Notice process, the Administrator shall provide a report of the
14 results of that process to Counsel for all Parties.

15 17. A final approval hearing will be held on **June 12, 2026**, at **9 a.m.**, in Department 22, to
16 determine whether the settlement should be granted final approval as fair, reasonable, and adequate as
17 to the Class Members. At that time, the Court will hear all evidence and arguments necessary to
18 evaluate the Settlement. Class Members and their counsel may support or oppose the Settlement, if
19 they so desire, in accordance with the procedures set forth in the Class Notice and this Order.

20 18. As set forth in the Notice, any Class Member may appear at the final approval hearing
21 in person or by his or her own attorney or virtually via Zoom or phone ([https://saccourt-ca-](https://saccourt-ca.gov.zoomgov.com/my/sscdept22)
22 [gov.zoomgov.com/my/sscdept22](https://saccourt-ca.gov.zoomgov.com/my/sscdept22) or call (833) 568-8864 / ID: 16184738886) and show cause why the
23 Court should not approve the settlement.

24 19. The Court reserves the right to continue the date of the final approval hearing without
25 further notice to Class Members.

26 20. Class Counsel shall give notice to any objecting party of any continuance of the hearing
27 of the motion for final approval.
28

1 21. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

3 22. In the event that the Settlement does not become effective in accordance with the terms
4 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
5 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
6 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
7 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
8 of the Actions.

9
10 **IT IS SO ORDERED.**

11
12 Dated: _____

Hon. Lauri A. Damrell
SACRAMENTO SUPERIOR COURT JUDGE

EXHIBIT 1

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

Rosales v. Baskerville-Parsons Contractors, Inc.

Sacramento Superior Court Case No. 25CV004198

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant BASKERVILLE-PARSONS CONTRACTORS, INC. ("Defendant") for alleged wage and hour violations. The Action was filed by Defendant's former employee, Plaintiff JUAN CARLOS ROSALES ("Plaintiff") and seeks payment of back wages, penalties, and expense reimbursements for a class of hourly employees ("Class Members") who worked for Defendant during the Class Period (February 20, 2021 to December 2, 2025) and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (February 20, 2024 to December 21, 2025) ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during any of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the

Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first

page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all wages, sick pay, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Tunyan Law, APC (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator Lynn S. Frank, Esq. in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$650,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$216,666.67 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$22,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for representing the Class in this Action other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,000 to the Administrator for services administering the Settlement (estimated to be \$6,500.00).
- D. Up to \$50,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

1 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
2 as a Participating Class Member, participating fully in the Class Settlement, unless
3 you notify the Administrator in writing, not later than [REDACTED], that you
4 wish to opt-out. The easiest way to notify the Administrator is to send a written and
5 signed Request for Exclusion by the [REDACTED] Response Deadline. The
6 Request for Exclusion should be a signed letter from a Class Member or his/her
7 representative setting forth a Class Member's name, present address, telephone
8 number, and a simple statement electing to be excluded from the Settlement.
9 Excluded Class Members (i.e., Non-Participating Class Members) will not receive
10 Individual Class Payments, but will preserve their rights to personally pursue wage
11 and hour claims against Defendant.

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

17 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
18 possible the Court will decline to grant Final Approval of the Settlement or decline
19 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed
20 on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement
21 will be void. Defendant will not pay any money and Class Members will not release
22 any claims against Defendant.

23 8. Administrator. The Court has appointed a neutral company, Phoenix Class
24 Administration Solutions (the "Administrator") to send this Notice, calculate and
25 make payments, and process Class Members' Requests for Exclusion. The
26 Administrator will also decide Class Member Challenges over Workweeks, mail
27 and re-mail settlement checks and tax forms, and perform other tasks necessary to
28 administer the Settlement. The Administrator's contact information is contained in
Section 9 of this Notice.

29 9. Participating Class Members' Release. After the Judgment is final and Defendant
30 has fully funded the Gross Settlement and separately paid all employer payroll
31 taxes, Participating Class Members will be legally barred from asserting any of the
32 claims released under the Settlement. This means that unless you opted out by
33 validly excluding yourself from the Class Settlement, you cannot sue, continue to
34 sue, or be part of another lawsuit against Defendant or related entities for wages
35 based on the Class Period facts and PAGA penalties based on PAGA Period facts,
36 as alleged in the Action and resolved by this Settlement.

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

38 All Participating Class Members, on behalf of themselves and their

1 respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, release Released Parties from any
3 and all claims stated in the Plaintiff's Operative Complaint, or that could
4 have been stated based on the facts alleged in the Operative Complaint
5 ("Released Class Claims"). Participating Class Members do not release
6 any other claims, including claims for vested benefits, violation of the Fair
7 Employment and Housing Act, unemployment insurance, disability, social
8 security, workers' compensation, or claims based on facts occurring
9 outside the Class Period.

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

19 The Aggrieved Employees' Releases for Participating and Non-Participating Class
20 Members are as follows:

21 All Participating and Non-Participating Class Members who are Aggrieved
22 Employees are deemed to release, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from all
25 claims for PAGA penalties that were alleged, or reasonably could have
26 been alleged, based on the PAGA Period facts stated in the Operative
27 Complaint and the PAGA Notice attached to the Settlement Agreement as
28 Exhibit B.

29 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 30 1. Individual Class Payments. The Administrator will calculate Individual Class
31 Payments by (a) dividing the Net Settlement Amount by the total number of
32 Workweeks worked by all Participating Class Members, and (b) multiplying the
33 result by the number of Workweeks worked by each individual Participating Class
34 Member.
- 35 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
36 Payments by (a) dividing \$17,500.00 by the total number of PAGA Pay Periods
37 worked by all Aggrieved Employees and (b) multiplying the result by the number
38 of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- 39 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
40 during the Class Period and the number of PAGA Pay Periods you worked during

the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Rosales v. Baskerville-Parsons Contractors, Inc.*, Case No. 25CV004198, pending in Sacramento County Superior Court, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

1 Only Participating Class Members have the right to object to the Settlement. Before deciding
2 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to
3 approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel
4 and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other
5 things, the reasons why the proposed Settlement is fair, approval of Counsel's Fees, Litigation
6 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'
7 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
8 Representative Service Award. Upon reasonable request, Class Counsel (whose contact
9 information is in Section 9 of this Notice) will send you copies of these documents at no cost
10 to you. You can also view them on the Administrator's Website

11 [REDACTED] or the Court's website
12 <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>

13 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
14 for Final Approval and Fees, Litigation Expenses and Service Award may wish to object, for
15 example, that the proposed Settlement is unfair, or that the amounts requested by Class
16 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to
17 the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to,
18 why you object, and any facts that support your objection. Make sure you identify the Action
19 and include your name, current address, telephone number, and approximate dates of
20 employment for Defendant and sign the objection. Section 9 of this Notice has the
21 Administrator's contact information.

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

27 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

28 You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at
[REDACTED] in Department 22 of the Sacramento County Superior Court, located at 720 Ninth
Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final
Approval of the Settlement and how much of the Gross Settlement will be paid to Class
Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors,
Class Counsel and Defense Counsel before making a decision. You can attend (or hire a
lawyer to attend) either personally or virtually via Zoom or phone ([https://saccourt-ca-
gov.zoomgov.com/my/sscdept22](https://saccourt-ca.gov.zoomgov.com/my/sscdept22) or call (833) 568-8864 / ID: 16184738886). Check the
Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website [REDACTED] beforehand or contact Class
Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the

1 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
2 Settlement documents is to go to [REDACTED]'s website at
3 [REDACTED]. You can also telephone or send an email to Class Counsel or
4 the Administrator using the contact information listed below or consult the Superior Court
5 website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>), creating an
6 account and entering the Case Number for the Action, Case No. 25CV004198.

7
8 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
9 **ABOUT THE SETTLEMENT.**

10 Class Counsel:

11 Lilit Tunyan
12 ltunyan@tunyanlaw.com
13 Artur Tunyan
14 atunyan@tunyanlaw.com
15 **TUNYAN LAW, APC**
16 535 N Brand Blvd. Suite 285
17 Glendale, California 91203
18 Telephone: (323) 410-5050

19 Administrator:

20 [REDACTED]

21 Email Address:

22 Mailing Address:

23 Telephone:

24 Fax Number:

25 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

26 If you lose or misplace your settlement check before cashing it, the Administrator will replace
27 it as long as you request a replacement before the void date on the face of the original check.
28 If your check is already void you should consult the Unclaimed Property Fund for instructions
on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or
otherwise change your mailing address.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **PROPOSED] ORDER**
9 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
10 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof
11 to interested parties as follows and as stated on the attached service list:

12 Anthony P. J. Valenti

13 a.valenti@hvh.law

14 George Vogt

15 g.vogt@hvh.law

16 Alex Wielenga

17 a.wielenga@hvh.law

18 Anthony Nichols

19 a.nichols@hvh.law

20 **HERRIG, VOGT & HENSLEY, LLP**

21 4210 Douglas Boulevard, Suite 100

22 Granite Bay, CA 95746-5902

23 Telephone: 916-960-1000

24 *Attorneys for Defendant BASKERVILLE-PARSONS CONTRACTORS, INC.*

25 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
26 by e-mail delivery on the parties listed herein at their most recent known e-mail address
27 or e-mail of record in this action.

28 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
electronic service, I caused the documents to be sent to the persons at the electronic
service addresses listed above via electronic mail. I did not receive an error message.

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

Executed on January 6, 2026, at Glendale, California.

Natalia Zevallos

Name

Signature