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JAVIER MIRELES

7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF TULARE**

9 STATE OF CALIFORNIA ex rel. JAVIER
10 MIRELES as Private Attorney General,

11 Plaintiffs,

12 vs.

13 CENTRAL VALLEY CONSTRUCTION;
14 and DOES 1-25, inclusive,

15 Defendants.

CASE NO. VCU293499

**DECLARATION OF LAUREN E.
GROCHOW IN SUPPORT OF
PLAINTIFF JAVIER MIRELES'
NOTICE OF UNOPPOSED MOTION
AND MOTION FOR AN ORDER
APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

*[Concurrently filed with the Notice;
Memorandum; and Proposed Order]*

Complaint Filed: September 26, 2022
Trial Date: April 28, 2025

Hearing Date: March 24, 2025
Time: 08:30 am
Dept.: 07

DECLARATION OF LAUREN E. GROCHOW

I, Lauren E. Grochow, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am the Managing Attorney and Owner of Grochow Law, APC, counsel for Plaintiff Javier Mireles (“Plaintiff”) in this action.

2. This declaration is submitted in support of Plaintiff’s Motion for an Order Approving Settlement of Claims Brought Pursuant to the Private Attorneys General Act of 2004 (“PAGA”) against Defendant Central Valley Construction (“Defendant”). The following facts are within my personal knowledge and, if called as a witness herein, I can and will competently testify thereto.

3. Attached hereto as true and correct copies and marked as Exhibits are:

- **Exhibit A** – PAGA Settlement Agreement, dated January 15, 2025.
- **Exhibit B** – Notice of Settlement to accompany the check distribution.
- **Exhibit C** – Administrative Bid and Declaration of Administrator for \$100,000.00
- **Exhibit D** – Proof of submittal of Motion for Approval of the PAGA Settlement, related papers, and the Settlement Agreement to LWDA.
- **Exhibit E** – Proof of submittal of PAGA notices to LWDA.
- **Exhibit F** – Proof of submittal of Complaint to LWDA.

Education and Experience

4. I was barred in December 2013 after receiving my Juris Doctor from Chapman University, Fowler School of Law. After graduation, I joined the law firm Irell & Manella, LLP (“Irell”) and then transitioned to Hueston Hennigan, LLP (“Hueston”) when John Hueston and Brian Hennigan left Irell to form that firm. After several years at Hueston, I joined Troutman Sanders, LLP (now Troutman Pepper Locke LLP) (“Troutman”) and was at that firm for another seven years. During my time at Irell, Hueston, and Troutman, I gained valuable jury trial and arbitration experience, learning from some of the pre-imminent trial attorneys in the nation. For example, on December 2018, I was second chair for a two-week jury trial in the Northern

District of Illinois. As another example, in November 2020, I was second chair in an arbitration hearing, where I did the direct and cross examination of the majority of the witnesses.

5. I also gained extensive experience defending individual employment disputes and PAGA and/or class actions, including, but not limited to the following PAGA and/or Class Actions: *Ratcliffe v. Apex Systems, LLC*, United States District Court, Southern District of California, Case No. 3:19-cv-01688-WGH-MDD; *Apex Systems, LLC Wage and Hour Cases*, California Superior Court, County of Orange, JCCP Case No. 5096; and *Ortega v. Carson Wild Wings, LLC, et al.*, California Superior Court, County of Los Angeles, Case No. BC677389.

6. In February 2022, I started Grochow Law, APC. Several months after starting my firm, I narrowed my work to almost exclusively representing employees against employers.

7. I am a member of the California Employment Lawyers Association (CELA) and the Orange County Bar Association (OCBA). Through these groups, I meet or confer with numerous California employment lawyers on a regular basis on a variety of issues in employment cases, including changes in the law and standard attorney rates.

8. The following is a sample list of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel: *Barnes v. Robert V. Jensen, Inc.*, California Superior Court, County of Fresno, Case No. 23CECG00206; *Allen v. Green Solar NH, LLC*, California Superior Court, County of Los Angeles, Case No. 22VECV00919; *Walter v. Capo Beach Healthcare, LLC*, California Superior Court, County of Orange, Case No. 30-2024-01409294-CU-WT-CXC.

9. I am familiar with California wage and hour law and the laws governing employment wage and hour violations, including but not limited to: California Labor Code Sections 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500, 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California Business and Profession Code Sections 17200 *et seq.*, the Orders of the Industrial Welfare Commission, and the PAGA.

Procedural History and Analysis

10. The procedural calendar for the case started on July 20, 2022, when Plaintiff submitted a Notice of his intention with State of California Labor and Workforce Development Agency (“LWDA”) to proceed with Labor Code violations under the PAGA against Defendant. The Notice communicated an intention by Plaintiff to file a civil lawsuit in the State of California pursuant to Labor Code § 2698, *et seq.*

11. On September 26, 2022, Plaintiff filed a complaint in Tulare County Superior Court, thereby initiating the Action.

12. The Complaint comprised of the following causes of action: 1) Failure to Pay Minimum Wages and Overtime; 2) Failure to Provide or Pay for Rest Periods; 3) Failure to Provide or Pay for Recovery Periods; 4) Untimely Payment of Wages; 5) Failure to Keep or Produce Records of Hours Worked; 6) Failure to Issue and Keep Records of Wage Statements; 7) Failure to Pay Wages at Termination; 8) Violation of Heat Illness Prevention Health-and-Safety Standards; 9) Failure to Establish, Implement, and Maintain Effective Injury Prevention Program; and 10) Requiring Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes.

Settlement and Distribution

13. The parties entered a PAGA Settlement Agreement (The “Settlement Agreement” or “SA”), **Exhibit A**. The Settlement Agreement has 10 separate sections, addressing, among other terms: Definitions (§§ 1.1 – 1.29), Monetary Terms (§§ 3.1 – 3.2.4.3), Settlement Funding and Payments (§§ 4.1 – 4.4.4.), Releases of Claims (§§ 5.1 – 5.2), Settlement Administration (§§ 7.1 – 7.3.3). The Aggrieved Employee Size is estimated at 361, who worked 5,724 Pay Periods during the PAGA period (§ 4.1).

14. The monetary terms may be summarized as follows: The Parties’ settlement allocates \$100,000.00 for settlement of the Released PAGA Claims or the Gross Settlement Amount (SA, § 3.1); the agreed attorneys’ fees are up to 33% of the gross recovery or \$33,000.00 (SA, § 3.2.1); the incurred litigations costs is \$847.37; \$3,750 is allocated to Phoenix Class Action Administration Solutions (“Settlement Administrator”) (SA, § 3.2.2) pursuant to

1 the attached administrative Bid, **Exhibit B**; and \$5,000 as enhancement payment to Plaintiff for
2 representing the PAGA class.

3 15. The above computation will leave a net balance of \$57,402.63, from which sum
4 75% or \$43,051.97 will be paid to the State of California (LWDA) and the remaining 25% or
5 \$14,350.66 will be distributed to the PAGA class – the Aggrieved Employees – which may
6 translate into an average payout to each member about \$39.75. Of course, the Administrator will
7 adjust these figures before making the distributions in accordance with the Court’s Order.

8 16. Within 14 calendar days after Defendant fully funds the Gross Settlement
9 Amount, in installments detailed below, the Administrator will calculate each Individual PAGA
10 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
11 (\$39.75 or the amount to be approved by the court) by the total number of PAGA Period Pay
12 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
13 result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume
14 full responsibility and liability for any taxes owed on their Individual PAGA Payment. (SA,
15 §§ 3.2.4.1 and 3.2.4.2)

16 17. Within 10 days after the Administrator receives the Gross Settlement Amount,
17 Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the
18 form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’ privacy rights, the
19 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
20 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
21 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
22 Employee Data to effect and perform under this Agreement. (SA, § 4.2.)

23 18. Due to the Defendant’s financial condition, the Gross Settlement Amount shall be
24 paid as follows: \$40,000 within 14 days after the effective date, then monthly payments of no
25 less than \$2,500 commencing on January 1, 2025 and continuing until the remaining \$60,000 is
26 paid in full. (SA, §§ 4.3 and 4.4.)

27 19. The Administrator will issue checks for the Individual PAGA Payments and send
28 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each

1 check shall prominently state the date (not less than 180 days after the date of mailing) when the
2 check will be voided. The Administrator will cancel all checks not cashed by the void date.
3 Before mailing any checks, the Settlement Administrator must update the recipients' mailing
4 addresses using the National Change of Address Database. (SA, § 4.4.1.)

5 20. The Administrator must conduct an Aggrieved Employee Address Search for all
6 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
7 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
8 forwarding address provided or to an address ascertained through the Aggrieved Employee
9 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
10 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
11 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
12 misplaced, requested by the Aggrieved Employee prior to the void date. (SA, § 4.4.2.)

13 21. The Settlement Administrator will compute the pro-rate share of each Aggrieved
14 Employee in accordance with the work week factor set forth above and will mail the respective
15 share of the Aggrieved Employees together with a "Notice of Settlement," explaining in detail
16 and in conformity with the Settlement Agreement, **Exhibit B**, which, inter alia, provides notice
17 of the following to each PAGA class member:

- 18 ➤ What is this notice about?
- 19 ➤ What is this lawsuit about?
- 20 ➤ Who is included in this settlement?
- 21 ➤ What will I receive from the settlement & the release?
- 22 ➤ What are my rights & contact information?

23 **The Proposed Settlement is Adequate, Reasonable and Fair**

24 22. This case addresses violations of important employee protections embodied in the
25 California Labor Code as follows: Defendants failed to pay Plaintiff and Aggrieved Employees
26 all wages due including all overtime and minimum wages in violation of Labor Code § 510, and
27 § 1198; failed to provide legally compliant rest periods to Plaintiff and Aggrieved Employees in
28 violation of Labor Code § 226.7; failed to provide legally compliant pay for recovery periods to

1 Plaintiff and Aggrieved Employees in violation of Labor Code § 226.7 and § 3395 ; failed to pay
2 Plaintiff and Aggrieved Employees their timely wages in violation of Labor Code § 201, § 201.3,
3 § 202, § 204.1, or § 204.2; failed to keep or provide Plaintiff and Aggrieved Employees records
4 of hours worked in violation of Labor Code § 1174 and § 1198; failed to issue and keep records
5 of Wage statements of Plaintiff and Aggrieved Employees in violation of Labor Code § 226;
6 failed to provide wages at termination to the Plaintiff and Aggrieved Employees in violation of
7 Labor Code § 201 and §203; failed to prevent violation of heat illness and health-and-safety
8 standards towards the Plaintiff and Aggrieved Employees in violation of Labor Code § 6407 and
9 § 3395; failed to establish, implement, and maintain effective injury prevention program to the
10 Plaintiff and Aggrieved Employees in violation of Labor Code § 6401.7; failed to provide safe
11 workplace, practices, and processes to the Plaintiff and Aggrieved Employees in violation of
12 Labor Code § 6400, § 6401, § 6402, § 6403 and § 6404.

13 23. In addition to the factors presented above, the proposed Settlement does not
14 possess any obvious deficiencies. The Settlement contemplates entry of an order (submitted
15 concurrently herewith) which approves the Settlement and dismisses the Action with prejudice.

16 24. PAGA settlement of \$100,000.00 is more than fair, reasonable, and adequate
17 settlement due to the above-described circumstance, especially considering the strong possibility
18 there would be no recovery without this settlement. Even if Plaintiff was to prevail on the
19 underlying claim, he would face the potential of discretionary reduction of maximum penalties
20 by the Court and reported cases.

21 **The Proposed Attorneys' Fees are Fair and Reasonable**

22 25. Grochow Law, APC ("GL") is the PAGA counsel, and seeks a fee award
23 calculated as a percentage of the total value of the settlement for successful prosecution and
24 resolution of all existing claims. From June 1, 2023, two attorneys from our GL have worked on
25 this matter for the past 19 months, with a lodestar of over 50 hours for attorney Lauren E.
26 Grochow (12 years as a practicing attorney in the state of California with an hourly rate of
27 \$795.00) and over 20 hours for attorney Daniel M. Kalinowski (10 years of practicing attorney in
28 the State of California with an hourly rate of \$650.00). These are reduced rates to those of the

1 Laffey Matrix (for attorneys of like experience and years of practice in the Los Angeles County).
2 The represented working hours include the time spent with client, preparation of the file, drafting
3 and filing of the complaint, amending and filing Complaints, meet and confer between counsel,
4 submittal of PAGA letter and amendment thereto, follow up with client regarding status, review
5 and analysis of the produced data, communications re follow up production, settlement
6 negotiations, preparation and participation at mediation, drafting settlement papers, review of the
7 terms with the client, as well as preparation of the approval papers.

8 26. GL also has a 20% fee splitting agreement with Attorney Ruben Escobedo who
9 originally filed the LWDA Letter and complaint in this matter. Mr. Escobedo spent a significant
10 amount of time investigating and drafting the LWDA Letter and Complaint. There is a signed
11 retainer agreement with Plaintiff, which is for a contingency recovery of 33% of the gross
12 recovery. That signed retainer agreement also discloses the fee-splitting agreement with Mr.
13 Escobedo for the work he performed on the matter. Both California State and Federal Courts
14 have recognized that an appropriate method in determining an attorney fee award may be based
15 on the percentage on the total value of the benefits conferred by the settlement. *Serrano v. Priest*
16 (1997) 20 Cal. 3d 25-34 [*Serrano III*]; *Boeing Co. v. Van Gemert* (1980) 344 U.S. 472, 478;
17 *Vincent v. Hughes Airwest, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.

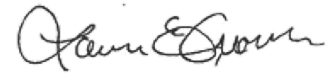
18 27. The California Supreme Court endorsed a fee award as a percentage of the
19 common Fund. The Court clarified “that when an attorney fee is awarded out of a common fund
20 preserved or recovered by means of litigation (internal citation omitted), the award is not per se
21 unreasonable merely because it is calculated as a percentage of the common fund.” *Laffitte v.*
22 *Robert Half Int’l. Inc.* (2016) 1 Cal. 5th 480, 486. Also “[t]hat the recognized advantages of the
23 percentage method...convince us that the percentage method is a valuable tool that should not be
24 denied in our trial courts.” *Id.* at 503.

25 28. The Common Fund Doctrine is predicated on the principle of preventing unjust
26 enrichment. When a litigant’s efforts create or preserve, or generate a fund from which others
27 derive benefits, he may require the passive beneficiaries to compensate those who created the
28 fund. Both California State and Federal Courts have embraced this Doctrine. *Serrano III, supra*,

1 at 35; *Vincent, supra*, at 769. Since *Serrano III, supra*, there has been a ground swell of support
2 for mandating the percentage of the fund approach in common fund cases. Both State and
3 Federal Court have found the percentage approach preferable to the Lodestar because; (1) it
4 aligns the interest of counsel and absent parties (PAGA Counsel and the LWDA here); (2) it
5 encourages efficient resolution of the litigation by providing an incentive for early, yet
6 reasonable, settlement; and (3) it reduces the demand on judicial resources. *In re Activision Sec.*
7 *Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.

8 I submit the PAGA settlement is fair, adequate, reasonable, and so too are PAGA
9 Counsel's fees and costs. It is respectfully requested by this Court to enter Order in accordance.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct. Executed on February 18, 2025, at Aliso Viejo, California.

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Lauren E. Grochow

EXHIBIT A

Grochow Law, a Professional Corp.
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11 Attorneys for Defendant
12 CENTRAL VALLEY CONSTRUCTION

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF TULARE**

15 STATE OF CALIFORNIA ex rel. JAVIER
16 MIRELES, as Private Attorney General,

17 Plaintiff,

18 vs.

19 CENTRAL VALLEY CONSTRUCTION;
and DOES 1-25, inclusive,
20 Defendants.

CASE NO. VCU293499

**PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT
AND RELEASE**

Complaint Filed: September 26, 2022
Trial Date: April 28, 2025

21
22 This Private Attorneys General Act Settlement Agreement and Release ("Agreement" or
23 "Settlement") is entered into by and between JAVIER MIRELES ("Plaintiff"), for himself and as
24 a representative of the State of California and the Aggrieved Employees, and CENTRAL
25 VALLEY CONSTRUCTION ("Defendant"), subject to review and approval by the Court
26 (Tulare County Superior Court, hereinafter, the "Court"). The Agreement refers to Plaintiff and
27 Defendant collectively as "Parties" or individually as "Party". This Settlement is contingent on
28 the review and approval of the Court as required under the previous version of California Labor

1 Code section 2699(1)(2) in effect at the time Plaintiff submitted the requisite PAGA Notice.

2 **1. DEFINITIONS**

3 1.1. "Action" means Plaintiff's lawsuit against Defendant captioned "*STATE OF*
4 *CALIFORNIA ex rel. JAVIER MIRELES, as Private Attorney General, Plaintiff v. CENTRAL*
5 *VALLEY CONSTRUCTION; and DOES 1-25, inclusive, Defendant*" Case No. VCU293499,
6 initiated on September 26, 2022, in Superior Court of California, County of Tulare.

7 1.2. "Administrator" means Phoenix Class Action Administration Solutions, the
8 neutral entity the Parties have agreed to appoint to administer the Settlement and related matters.

9 1.3. "Administration Expenses Payment" means the amount the Administrator will be
10 paid by Defendant to reimburse its reasonable fees and expenses for the cost of its services.

11 1.4. "Aggrieved Employee(s)" means all current and former persons who worked for
12 Defendant within the State of California at any time during the PAGA Period as either hourly-
13 paid or non-exempt employee.

14 1.5. "Aggrieved Employee Data" means the Aggrieved Employee's name, last-known
15 mailing address, Social Security number, and number of PAGA Pay Periods in Defendant's
16 possession.

17 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation
18 and search for current Aggrieved Employee mailing addresses using all reasonably available
19 sources, methods, and means including, but not limited to, the National Change of Address
20 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

21 1.7. "Court" means the Superior Court of California, County of Tulare.

22 1.8. "Defense Counsel" means Herr Pedersen & Berglund LLP.

23 1.9. "Effective Date" means the date by when both of the following have occurred:
24 (a) the Court confirms and approves and enters a Judgment on the PAGA Settlement and (b) the
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day
26 the Court enters Judgment; (b) if the California Labor and Workforce Development Agency
27 ("LWDA") or any other individual or entity does not object to the Settlement, the day the Court
28 enters Judgment; (c) if the LWDA or any other individual or entity objects to the Settlement, the

1 day after the deadline for filing a notice of appeal from the Judgment; or (d) if a timely appeal
2 from the Judgment is filed by the LWDA or any other individual or entity, the day after the date
3 of final resolution of that appeal (including any requests for rehearing and/or petitions for
4 certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with
5 no further challenge to the Settlement being possible.

6 1.10. "Gross Settlement Amount" means One Hundred Thousand Dollars and No/100
7 Cents (\$100,000.00), which is the Defendant agrees to pay under the Settlement except as
8 provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual
9 PAGA Payments, The LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
10 Litigation Expenses Payment, and the Administrator's Expense Payment.

11 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
12 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods for the
13 Aggrieved Employee during the PAGA Period.

14 1.12. "Judgment" means the judgment or the dismissal entered by the Court based upon
15 the approval of the Settlement.

16 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
17 agency entitled, under the prior version of California Labor Code section 2699, subd. (i) in effect
18 at the time Plaintiff submitted the requisite PAGA Notice.

19 1.14. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA
20 under the prior version of California Labor Code section 2699, subd. (i) in effect at the time
21 Plaintiff submitted the requisite PAGA Notice

22 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
23 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
24 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
25 Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as
26 Individual PAGA Payments.

27 1.16. "PAGA Counsel" or "Plaintiff's Counsel" means Grochow Law, A Professional
28 Corp.

1 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
2 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
3 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

4 1.18. "PAGA Pay Periods" means the total number of pay periods during which an
5 Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

6 1.19. "PAGA Period" means the period from July 1, 2021 to December 31, 2023.

7 1.20. "PAGA" means the Private Attorneys General Act (California Labor Code
8 §§ 2698, et seq.).

9 1.21. "PAGA Notice" means Plaintiff's July 20, 2022, letter to Defendant and the
10 LWDA providing notice pursuant to Labor Code section 2698.

11 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
12 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the
13 LWDA in settlement of the Released PAGA Claims. In this case, the entire Gross Settlement
14 Amount will be PAGA Penalties. PAGA Counsel shall give timely notice of the Settlement and
15 the Court's judgment and order approving this Settlement to the LWDA under the prior version
16 of California Labor Code section 2699(1)(2)-(3) in effect at the time Plaintiff submitted the
17 requisite PAGA Notice.

18 1.23. "Plaintiff" means Javier Mireles, the named plaintiff in the Action.

19 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA
20 Settlement.

21 1.25. "Released PAGA Claims" means all penalties, claims, causes of actions,
22 liabilities, demands, obligations, interest, damages, liquidated damages, equitable relief,
23 restitution, declaratory relief, expenses, costs, attorneys' fees, and all other legal responsibilities
24 of any form whatsoever, under the California Private Attorneys General Act, California Labor
25 Code section 2698 *et seq.*, that were asserted or could have been asserted based upon the facts
26 and allegations made in the PAGA Notice and Operative Complaint during the PAGA Period,
27 including, but not limited to, being predicated on the failure to pay minimum, regular, and
28 overtime wages, failure to pay for all hours worked, failure to provide compliant meal periods

1 and associated premiums, failure to provide compliant rest periods and associated premiums,
2 failure to timely pay wages during employment, failure to timely pay wages upon termination
3 and separation of employment, failure to provide compliant and accurate wage statements,
4 failure to maintain complete and accurate payroll records, and failure to reimburse necessary
5 business-related expenses and costs, in violation of California Labor Code sections 201, 201.3,
6 201.5, 201.9, 202, 204.1, 204.2, 205.5, 226, 226.7, 1174, 1182.12, 1197, 1198, 6400, 6401, 6402,
7 6403, 6404, and 6401.7; Health and Safety Code section 25910; and applicable Industrial
8 Welfare Commission Wage Orders.

9 1.26. "Released Parties" means Defendant and each of its past, present, and future
10 agents, employees, representatives, administrators, officers, directors, boards, members,
11 shareholders, attorneys, accountants, insurers, receivers, advisors, consultants, partners,
12 partnerships, parents, divisions, owners, auditors, subsidiaries, affiliates or related entities,
13 assigns, successors, heirs, executors, pension and welfare benefit plans, predecessors in interest,
14 joint venturers, trustees, investors, fiduciaries, and commonly controlled corporations, as well as
15 any individual or entity who or which could be jointly liable with Defendant, and all persons or
16 entities acting by, through, under, or in concert with any of them, and Defendant's counsel of
17 record in the Action.

18 1.27. "Settlement" means the disposition of the Action effected by this Agreement and
19 the Judgment.

20 1.28. "Service Payment" means the payment to the Plaintiff for initiating the Action
21 and providing services in support of the Action.

22 1.29. "Defendant" means Defendant Central Valley Construction.

23 **2. RECITALS**

24 2.1. Plaintiff is a former employee of Defendant.

25 2.2. On July 20, 2022, pursuant to California Labor Code section 2698, subd. (a),
26 Plaintiff's Counsel submitted the PAGA Notice on behalf of Plaintiff, to the LWDA and
27 Defendant, to notify the LWDA and Defendant, pursuant to the PAGA, of Plaintiff's intent to
28 seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code

1 sections 201, 201.3, 201.5, 201.9, 202, 204.1, 204.2, 205.5, 226, 226.7, 1174, 1182.12, 1197,
2 1198, 6400, 6401, 6402, 6403, 6404, and 6401.7; Health and Safety Code section 25910; and
3 applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number
4 LWDA-CM-896585-22.

5 2.3. On September 26, 2022, Plaintiff filed a complaint in Tulare County Superior
6 Court, thereby initiating the Action.

7 2.4. There has been no determination on the merits of the Action or the PAGA
8 Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to
9 resolve the Action and Released PAGA Claims.

10 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not
11 aware of any other pending matter or action asserting claims that will be extinguished or affected
12 by the Settlement.

13 **3. MONETARY TERMS**

14 3.1. Gross Settlement Amount: Except as otherwise provided by Paragraph 9 below,
15 Defendant promises to pay One Hundred Thousand Dollars and No/100 Cents (\$100,000.00) and
16 no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross
17 Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The
18 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
19 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross
20 Settlement Amount will revert to Defendant.

21 3.2. Payments from the Gross Settlement Amount: The Administrator will make and
22 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
23 the Court in the Approval Order:

24 3.2.1. To PAGA Counsel: To PAGA Counsel: A PAGA Counsel Fees
25 Payment of not more than 33% which is currently estimated to be \$33,000.00 and PAGA
26 Counsel Litigation Expenses Payment of not more than \$847.37. Defendant will not oppose
27 requests for Court approval of these payments provided that they do not exceed these amounts.
28 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees

1 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
2 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested,
3 the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties
4 shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim
5 to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses
6 Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
7 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
8 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA
9 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
10 Defendant, from any dispute or controversy regarding any division or sharing of any of these
11 Payments

12 3.2.2. To the Administrator: An Administrator Expenses Payment not to
13 exceed Three Thousand Seven Hundred and Fifty Dollars and No/100 Cents (\$3,750.00) except
14 for a showing of good cause and as approved by the Court. To the extent the Administration
15 Expenses are less or the Court approves payment less than Three Thousand Seven Hundred and
16 Fifty Dollars and No/100 Cents (\$3,750.00), the Administrator will retain the remainder in the
17 Net Settlement Amount.

18 3.2.3. To Plaintiff: Service Payment to Plaintiff as the representative in
19 this Action of not more than Five Thousand Dollars and No/100 Cents (\$5,000.00) (in addition
20 to any Individual PAGA Payment the Plaintiff is entitled to). Defendant will not oppose
21 Plaintiff's request for Service Payment that does not exceed this amount. If the Court approves a
22 Service Payment less than the amount requested, the Administrator will allocate the remainder to
23 the Net Settlement Amount. The Administrator will pay the Service Payment using IRS Form
24 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service
25 Payment.

26 3.2.4. To the LWDA and Aggrieved Employees: Seventy-five percent
27 (75%) of the PAGA Penalties to the LWDA, and the remaining twenty-five percent (25%) of the
28 PAGA Penalties to the Individual PAGA Payments.

1 3.2.4.1. The Administrator will calculate each Individual PAGA
2 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
3 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the
4 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

5 3.2.4.2. The Administrator will calculate each Individual PAGA
6 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
7 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
8 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
9 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
10 their Individual PAGA Payment.

11 3.2.4.3. Administrator will allocate the remainder to the Net
12 Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099
13 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS**

15 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date,
16 Defendant estimates there are 361 employees within the PAGA period who worked a total of
17 5,724 pay periods.

18 4.2. PAGA Data: Not later than fourteen (14) business days after the Court Confirms
19 enters an Order approving of the Settlement, Defendant will deliver the PAGA Data to the
20 Administrator, in the form of a spreadsheet. To protect PAGA Members' privacy rights, the
21 Administrator must maintain the PAGA Data in confidence, use the PAGA Data only for
22 purposes of this Settlement and for no other purpose, and restrict access to the PAGA Data to
23 Administrator employees who need access to the PAGA Data to effect and perform under this
24 Agreement. PAGA Counsel and Plaintiff will not be provided identifying or contact information
25 or Social Security Numbers for any Aggrieved Employee in connection with the Settlement. The
26 PAGA Data provided to the Administrator will remain confidential and will not be disclosed to
27 anyone, except as required to applicable tax authorities, unless Defendant provides the express
28 written consent thereto, or by order of the Court, provided that the Administrator may

1 communicate total sums of Individual PAGA payments to PAGA Counsel and Defense Counsel.

2 4.3. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross
3 Settlement Amount by transmitting payment to the Administrator as follows: \$40,000 shall be
4 transmitted to the Administrator no later than fourteen (14) business days after the effective date.
5 Thereafter, Defendant shall make monthly payments in the amount of at least, \$2,500
6 commencing on January 1, 2025, and continuing until the remaining \$60,000 is paid in full. If
7 the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in
8 the State of California, then the due date shall be extended to the next following day which is not a
9 Saturday, Sunday, or legal holiday in the State of California.

10 4.4. Payments from the Gross Settlement Amount: Within fourteen (14) calendar
11 days after Defendant fully funds the total Gross Settlement Amount, the Administrator will mail
12 checks or disburse funds for all Individual PAGA Payments, the LWDA PAGA Payment, and
13 the Administrator's Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
14 Payment and Service Payment shall not precede disbursement of Individual PAGA Payments.

15 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
16 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face
17 of each check shall prominently state the date (not less than 180 days after the date of mailing)
18 when the check will be voided. The Administrator will cancel all checks not cashed by the void
19 date. Before mailing any checks, the Settlement Administrator must update the recipients'
20 mailing addresses using the National Change of Address Database.

21 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
22 for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding
23 address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the
24 USPS forwarding address provided or to an address ascertained through the Aggrieved Employee
25 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
26 Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly
27 send a replacement check to any Aggrieved Employee whose original check was lost or misplaced,
28 requested by the Aggrieved Employee prior to the void date.

1 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
2 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
3 by such checks to the cy pres beneficiary, CASA of Tulare County for Court Appointed Special
4 Advocates for Children.

5 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant
6 or Released Parties to confer any additional benefits or make any additional payments to the
7 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this
8 Agreement.

9 **5. RELEASES OF CLAIMS**

10 Upon the Effective Date and Defendant fully funding the Gross Settlement Amount,
11 Plaintiff, Aggrieved Employees, LWDA, and PAGA Counsel will release claims against
12 Defendant and all Released Parties as follows:

13 5.1. Release by Plaintiff, Aggrieved Employees, and LWDA/State of California
14 Regarding PAGA Claims: All Aggrieved Employees, on behalf of themselves and their former
15 and present heirs, spouses, agents, attorneys, executors, administrators, successors, assigns, and
16 representatives, and the LWDA, knowingly and voluntarily, each release Defendant and the
17 Released Parties from all Released PAGA Claims during the PAGA Period.

18 It is the desire of the Parties, Aggrieved Employees, and LWDA to fully, finally, and
19 forever settle, compromise, and discharge the Released PAGA Claims against Defendant and the
20 Released Parties. Each Aggrieved Employee and the LWDA will be bound by the release of the
21 Released PAGA Claims as a result of this Agreement and bound by the terms of the judgment
22 and satisfaction of such judgment.

23 5.2. Release by PAGA Counsel: PAGA Counsel, on behalf of their former, present,
24 and future attorneys, employees, agents, successors, and assigns, releases Defendant and the
25 Released Parties from all claims for PAGA attorneys' fees and costs incurred in connection with
26 this Action, Operative Complaint, and the PAGA Notice.

1 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

2 6.1. Plaintiff's and PAGA Counsel Responsibilities: Plaintiff/PAGA Counsel shall
3 also submit to the Court a Proposed Approval Order. Each Party shall cooperate when seeking
4 approval of the PAGA Settlement. Plaintiff shall provide drafts of the Proposed Approval Order
5 documents to Defense Counsel no later than fifteen (15) calendar days prior to filing. PAGA
6 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
7 in good faith, to resolve any disagreements concerning these documents. PAGA Counsel is
8 responsible for delivering the Court's Approval Order to the Administrator.

9 6.1.1 Plaintiff/PAGA Counsel will also prepare and deliver to Defense Counsel
10 and the Court all documents necessary for obtaining approval of this Settlement under the prior
11 version of California Labor Code Section 2699, subd. (l)(2) in effect at the time Plaintiff
12 submitted the requisite PAGA Notice) including, but not limited to, (i) a signed declaration from
13 the Administrator for administering the Settlement and attesting to its willingness to serve;
14 competency; operative procedures for protecting the security of Aggrieved Employee Data;
15 amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all
16 facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
17 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or
18 Defense Counsel; (ii) a signed declaration from PAGA Counsel firm attesting to its timely
19 transmission to the LWDA of all necessary PAGA documents (initial notice of violations
20 (California Labor Code section 2699.3, subd. (a)), Operative Complaint (the prior version of
21 California Labor Code section 2699, subd.(l)(1) in effect at the time Plaintiff submitted the
22 requisite PAGA Notice), this Agreement (the prior version of California Labor Code section
23 2699, subd. (l)(2) in effect at the time Plaintiff submitted the requisite PAGA Notice) and all
24 facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the
25 Administrator.

26 6.2 Duty to Cooperate: The Parties expressly acknowledge that the Court's approval
27 of the Agreement is a condition precedent to any payments described in this Agreement. If the
28 Court does not grant approval of the PAGA Settlement, conditions approval on any material

1 change to this Settlement (including, but not limited to, the scope of release to be granted by
2 Plaintiff, the Aggrieved Employees, the LWDA, and PAGA Counsel), and/or refuses to grant
3 judgment or dismissal of the Action with prejudice, this Agreement will be null and void. The
4 Parties shall nevertheless expeditiously work together in good faith to address the Court's
5 concerns and obtain approval, if such can be done in a manner that is mutually agreed upon by
6 the Parties. The Parties will work together to make any non-material modifications of the
7 Settlement requested by the Court to obtain approval of the Parties' Settlement.

8 6.2.1 The Parties are aware that some courts have approved a PAGA settlement
9 and entered an order approving the settlement and judgment and thereafter closed the case, while
10 other courts have approved a PAGA settlement and entered only an order approving the
11 settlement with later instructions to file a request for dismissal of the action with prejudice. The
12 Parties agree to cooperate and take any and all steps required by the Court in the Action to
13 implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the
14 Action by way of judgment or dismissal with prejudice).

15 **7. SETTLEMENT ADMINISTRATION.**

16 7.1 Selection of Administrator: The Parties have jointly selected Phoenix Class
17 Action Solutions to serve as the Administrator and verified that, as a condition of appointment,
18 Phoenix Class Action Solutions agrees to be bound by this Agreement and to perform, as a
19 fiduciary, all duties specified in this Agreement and such other duties as requested by the Parties,
20 including, but not limited to, maintaining the settlement funds in an appropriate account, locating
21 Aggrieved Employees, and calculating, administering, distributing all payments under the
22 Agreement and issuing all tax forms (i.e. IRS 1099 Forms, etc.) and tax reports to state and
23 federal tax authorities as may be required by law for all amounts paid pursuant to this
24 Agreement, in exchange for payment of Administration Expenses. The Parties and their Counsel
25 represent that they have no interest or relationship, financial or otherwise, with the Administrator
26 other than a professional relationship arising out of prior experiences administering settlements.

27 7.1.1 Any tax forms issued to Aggrieved Employees in connection with the
28 proceeds from any uncashed checks will be withdrawn and voided by the Administrator. All

1 expenses and costs incurred by, or at the direction of, the Administrator in connection with the
2 operation and implementation of this Agreement (including, without limitation, expenses of tax
3 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or
4 failing to file the informational and other tax returns described in this Agreement) shall be
5 treated as, and considered to be, costs of administration of this Settlement and thus part of the
6 Administrator Expenses Payment.

7 7.2 Qualified Settlement Fund: The Administrator shall establish a settlement fund
8 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
9 Regulation section 468B-1.

10 7.3 Administrator Duties: The Administrator has a duty to perform or observe all
11 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.3.1 Email Address and Toll-Free Number: The Administrator will maintain
13 and monitor an email address and a toll-free telephone number to receive Aggrieved Employee
14 calls, faxes, and emails.

15 7.3.2 Report by Administrator: The Administrator shall notify PAGA Counsel
16 and Defense Counsel of the following: (i) when each of the payments have been issued as
17 required under this Agreement and (ii) when all payments have been issued as required under
18 this Agreement.

19 7.3.3 Final Report by Administrator: Within ten (10) calendar days after the
20 Administrator disburses all funds in the Gross Settlement Amount including the payment to the
21 cy pres beneficiary, the Administrator will provide PAGA Counsel and Defense Counsel with a
22 final report detailing all payments made under this Agreement and its disbursements by
23 employee identification number only of all payments made to the Aggrieved Employees. Within
24 fifteen (15) days after the Administrator disburses all funds in the Gross Settlement Amount also
25 including the payment to the cy pres beneficiary, the Administrator will prepare, and submit to
26 PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to
27 its disbursement of all payments required under this Agreement. PAGA Counsel is responsible
28 for filing the Administrator's declaration in Court, if required.

1 **8. CONTINUING JURISDICTION OF THE COURT**

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

6 8.1 Waiver of Right to Appeal: Provided the Judgment is consistent with the terms
7 and conditions of this Agreement, the Parties and their respective counsel waive all rights to
8 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
9 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
10 The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or
11 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
12 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
13 becomes final.

14 8.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment: If
15 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
16 material modification of this Agreement (including, but not limited to, the scope of release to be
17 granted by Plaintiff, the Aggrieved Employees, the LWDA, and PAGA Counsel), this
18 Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in
19 good faith to address the appellate court's concerns and obtain approval, if such can be done in a
20 manner that is mutually agreed upon by the Parties.

21 8.3 Amended Judgment: If any amended judgment is required, the Parties will work
22 together in good faith to jointly submit a proposed amended judgment.

23 **9. NULLIFICATION OF THIS AGREEMENT**

24 9.1 Non-Approval of the Agreement: In the event that the Court fails to approve the
25 Settlement under the terms agreed to by the Parties, or if the appropriate appellate court fails to
26 uphold or affirm approval of the Settlement, or if the Agreement is otherwise terminated: (1) the
27 Agreement shall have no force and effect and the Parties shall be restored to their respective
28 positions prior to entering into it, and no Party shall be bound by any of the terms of the

1 Agreement; (2) Defendant and Released Parties shall have no obligation to make any payments
2 under this Agreement; (3) Defendant shall pay the Administrator's costs incurred to that point;
3 (3) any approval order or judgment shall be vacated; and (4) the Agreement and all negotiations,
4 statements, proceedings, and data relating thereto shall be deemed confidential mediation
5 settlement communications and not subject to disclosure for any purpose in any proceeding.
6 However, any such non-approval will not impact Plaintiff's individual settlement.

7 **10. ADDITIONAL PROVISIONS.**

8 10.1 Invalidity of Any Provision: Before declaring any provision or term(s) of this
9 Agreement invalid, the Court shall first attempt to construe the provision or term(s) as valid to
10 the fullest extent possible consistent with applicable precedents so as to define all provisions or
11 term(s) of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision
12 or term(s) determined by the Court shall in no way affect any other provision or term(s) if
13 Defendant and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
14 elect in writing to proceed as if such invalid, illegal, or unenforceable provision or term(s) had
15 never been included in this Agreement.

16 10.2 Invalidation: Invalidation of any material portion of the Settlement shall
17 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that
18 the remaining provisions of the Settlement are to remain in full force and effect.

19 10.3 Integrated Agreement: Upon execution by all Parties and their counsel, this
20 Agreement together with its attached exhibits shall constitute the entire agreement between the
21 Parties relating to the Settlement, superseding all prior or contemporaneous agreements,
22 representations, warranties, covenants, or inducements, whether oral or written, and whether to
23 or by a Party or such Party's legal counsel.

24 10.4 Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant
25 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
27 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
28 terms of this Agreement including any amendments to this Agreement.

1 10.5 Cooperation: The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
3 the Agreement, submitting supplemental evidence, and supplementing points and authorities as
4 requested by the Court. In the event the Parties are unable to agree upon the form or content of
5 any document necessary to implement the Settlement, or on any modification of the Agreement
6 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
7 mediator and/or the Court for resolution.

8 10.6 Different Facts: The Parties hereto, and each of them, acknowledge that, except
9 for matters expressly represented herein, the facts in relation to the dispute and all claims
10 released by the terms of this Agreement may turn out to be other than or different from the facts
11 now known by each Party and/or its counsel, or believed by such Party or counsel to be true, and
12 each Party therefore expressly assumes the risk of the existence of different or presently
13 unknown facts, and agrees that this Agreement shall be in all respects effective and binding
14 despite such difference.

15 10.7 No Prior Assignments: The Parties separately represent and warrant that they
16 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
17 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
18 action, or right released and discharged by the Party in this Settlement.

19 10.8 Settlement Amounts and Taxes: Defendant and Released Parties shall have no
20 responsibility for deciding the validity of the Individual PAGA Payment or any other payments
21 made pursuant to this Stipulation, shall have no involvement in or responsibility for the
22 determination or payment of taxes, and shall have no liability for any errors made with respect to
23 taxes. Plaintiff, PAGA Counsel, Aggrieved Employees, and the LWDA shall be solely
24 responsible for any and all tax obligation associated with their respective payments under this
25 Agreement.

26 10.9 No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendant, nor Defense
27 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
28 Settlement be relied upon as such within the meaning of United States Treasury Department

1 Circular 230 (31 CFR Part 10, as amended) or otherwise.

2 10.10 Modification of Agreement: This Agreement, and all parts of it, may be amended,
3 modified, changed, or waived only by an express written instrument signed by all Parties or their
4 representatives, and approved by the Court.

5 10.11 No Waiver: If Plaintiff or Defendant fail to enforce this Agreement or to insist on
6 performance of any term, that failure does not mean a waiver of that term or of the Agreement.
7 The Agreement remains in full force and effect anyway.

8 10.12 Agreement Binding on Successors: This Agreement shall be binding upon and
9 inure to the benefit of the Parties, LWDA, and Aggrieved Employees and their respective present
10 and former heirs, trustees, executors, administrators, representatives, officers, directors,
11 shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants,
12 pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related
13 companies, joint ventures, predecessors, successors, and assigns.

14 10.13 Applicable Law: All terms and conditions of this Agreement and its exhibits will
15 be governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 10.14 Construction: The Parties have cooperated in the drafting and preparation of this
18 Agreement. The Parties hereto agree that the terms and conditions of this Agreement are the
19 result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that
20 this Agreement is not to be construed in favor of or against any party by reason of the extent to
21 which any party or its counsel participated in the drafting of this Agreement.

22 10.15 Confidentiality: To the extent permitted by law, all agreements made, and orders
23 entered during the Action and in this Agreement relating to the confidentiality of information
24 shall survive the execution of this Agreement.

25 10.16 Use and Return of Aggrieved Employee Data: Information provided to PAGA
26 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
27 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
28 negotiations, or in connection with the Settlement, may be used only with respect to this

1 Settlement, and no other purpose, and may not be used in any way that violates any existing
2 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
3 discharges its obligation to all Settlement funds, Plaintiff shall destroy all paper and electronic
4 versions of Aggrieved Data received from Defendant unless, prior to the Administrator's
5 payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the
6 return, rather than the destructions, of Aggrieved Employee Data.

7 10.17 Headings: The descriptive heading of any section or paragraph of this Agreement
8 is inserted for convenience of reference only and does not constitute a part of this Agreement.

9 10.18 Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to
12 the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

13 10.19 Notice: All notices, demands, or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17 To Plaintiff:

18 LAUREN E. GROCHOW (SBN: 293601)
19 lauren@grochowlaw.com
20 DANIEL M. KALINOWSKI (SBN: 305087)
21 daniel@grochowlaw.com
22 GROCHOW LAW, A PROFESSIONAL CORP
23 33 Brookline Aliso Viejo, CA 92656
24 Tel: (949) 506-1494

25 To Defendant:

26 FERNANDO GARCIA (SBN: 343048)
27 fgarcia@hpblaw.net
28 RACHELE BERGLUND (SBN: 248614)
rberglund@hpblaw.net
HERR PEDERSEN & BERGLUND LLP
100 Willow Plaza, Suite 300
Visalia, California 93291
Telephone: (559) 636-0200

10.20 Execution in Counterparts: This Agreement may be executed in one or more
counterparts by facsimile, electronically (i.e., DocuSign, AdobeSign), or email which for
purposes of this Agreement shall be accepted as an original. All executed counterparts and each

1 of them will be deemed to be one and the same instrument if counsel for the Parties will
2 exchange between themselves signed counterparts. Any executed counterpart will be admissible
3 in evidence to prove the existence and contents of this Agreement.

4 10.21 Action to Enforce Agreement: In any suit or court action to enforce the terms of
5 this Agreement, the prevailing party shall be entitled to recover their attorneys' fees and costs.

6 10.22 California Labor Code §§ 206 and 206.5 Do Not Apply: The Parties agree that
7 this Settlement involves the settlement of highly contested and disputed claims, such that the
8 provisions of California Labor Code §§ 206 and 206.5 are not applicable to this Settlement or the
9 Releases required by this Agreement.

10 10.23 Attorneys' Fees, Costs, and Expenses: Except as otherwise specifically provided
11 for herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or
12 otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
13 thereof from any other party to this Stipulation.

14 10.24 Stay of Litigation: The Parties agree that upon the full execution of this
15 Agreement, the litigation shall be stayed, except such proceedings necessary to implement and
16 complete the Settlement, pending approval of the Settlement.

17 **HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT TO**
18 **FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH**
19 **ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER**
20 **DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.**

21 **IN WITNESS WHEREOF**, the Parties knowingly and voluntarily and their counsel
22 have executed this Stipulation on the date(s) below. The date of the Stipulation shall be the date
23 of the latest signature.

24 [SIGNATURES ON NEXT PAGE]

Grochow Law, a Professional Corp.
33 Brookline
Aliso Viejo, CA 92656

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Dated: 02 / 03 / 2025

Javier M

Javier Mireles, Plaintiff

Dated: 1-10-05

Tony Perez for Defendant Central Valley Construction

Dated: 02/03/2025

GROCHOW LAW, A PROFESSIONAL CORP.

By: Lauren E. Grochow
Daniel M. Kalinowski
Attorneys for PLAINTIFF
JAVIER MIRELES

Dated: January 15, 2025

HERR PEDERSEN & BERGLUND LLP

By: Fernando Garcia
Rachele Berglund
Attorneys for DEFENDANT
CENTRAL VALLEY CONSTRUCTION

EXHIBIT B

SETTLEMENT ADMINISTRATOR LETTERHEAD

NOTICE OF SETTLEMENT

I. What is the Purpose of this Notice?

The purpose of this notice is to let you know that a representative action lawsuit was settled in the Superior Court of California for the County of Tulare (the “Court”), and you are considered to be an PAGA Settlement Member for purposes of the settlement entitled *Mireles v. Central Valley Construction*, Tulare County Superior Court Case No. VCU293499 (the “Lawsuit”). In the lawsuit, Mr. Javier Mireles pursued various claims against Central Valley Construction (“Defendant”) under Labor Code § 2698 et seq., the California Private Attorney General Act (“PAGA”), on behalf of aggrieved employees who worked directly for Defendant between July 1, 2021, to December 31, 2023 (“PAGA Settlement Members”).

II. What is the Position of Defendants on Settlement?

Defendant Central Valley Construction views this settlement as a compromise, to which it has agreed in order to avoid the uncertainty of litigation. Defendant is not admitting to any allegations in the case. In fact, Defendant denied and continues to deny that it has engaged in any unlawful activity, that it has failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuits.

III. Why Did I Get this Notice?

You received this notice because Defendant’s records identify you as a PAGA Settlement Member for purposes of the Lawsuit, and you are receiving the enclosed check as a result. Specifically, a “PAGA Settlement Member” is defined as follows: all current and former non-exempt hourly paid individuals who were employed by Defendant within the state of California who worked at any time during the period July 1, 2021, to December 31, 2023. The enclosed check is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will escheat to the cy pres beneficiary, CASA of Tulare County for Court Appointed Special Advocates for Children in the name of the PAGA Settlement Member’s name.

IV. What is the Effect of this Settlement on My Rights?

As a result of this settlement and your designation as a PAGA Settlement Member, you are releasing Released Claims (defined in this paragraph) against Defendant and all related parties. Upon the approval by the Court and non-objection by the Labor & Workforce Development Agency (“LWDA”) of this Agreement, effective on the date the Court enters the order approving the settlement of the Lawsuit, you are releasing and will be barred from asserting or prosecuting claims on an individual basis, or on behalf of the State of California, for claims and/or causes of action for civil penalties and other relief available under the PAGA against the Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations, facts, and theories pled in the PAGA Claim, and in the PAGA Letter Alleged Violations, including but not limited to state wage and hour claims for any and all civil penalties under California’s Private Attorneys General Act of 2004 based on the alleged Labor Code violations, penalties, attorneys’ fees,

costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

V. Who Can I Contact if I Have Any Questions?

You can contact the Settlement Administrator, Phoenix Class Action Administration Solutions, at (800) 523-5773 to ask questions, provide updated contact information, or correct your employment information. The Settlement Administrator is an independent third party selected by Plaintiff and the Defendant, and approved by the Court, to send notice, process and issue checks, and administer the settlement. You may also contact the Attorneys for Plaintiff, Grochow Law, A Professional Corp, at (949) 506-1494 or contact them via email at lauren@grochowlaw.com.

EXHIBIT C

1 LAUREN E. GROCHOW (SBN: 293601)
2 lauren@grochowlaw.com
3 DANIEL M. KALINOWSKI (SBN: 305087)
4 daniel@grochowlaw.com
5 **GROCHOW LAW, A PROFESSIONAL CORP**
6 33 Brookline
7 Aliso Viejo, CA 92656
8 Tel: (949) 506-1494
9
10 Attorneys for Plaintiff
11 JAVIER MIRELES
12
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SUPERIOR COURT OF CALIFORNIA

COUNTY OF TULARE

STATE OF CALIFORNIA ex rel. JAVIER
MIRELES as Private Attorney General,

Plaintiffs,

vs.

CENTRAL VALLEY CONSTRUCTION;
and DOES 1-25, inclusive,

Defendants.

CASE NO. VCU293499

**DECLARATION OF JODEY LAWRENCE
ON BEHALF OF PHOENIX CLASS
ACTION ADMINISTRATION
SOLUTIONS IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Complaint Filed: September 26, 2022
Trial Date: April 28, 2025

DECLARATION OF JODEY LAWRENCE

I, **JODEY LAWRENCE**, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.

3. I personally have over fifteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the parties or counsel in the matter of *Javier Mireles v. Central Valley Construction*. I am unaware of any other actual or potential conflicts of interest that would prevent Phoenix from serving as administrator in this matter.

Qualifications and Experience as Settlement Administrator

5. A true and correct copy of Phoenix’s Curriculum Vitae is attached hereto as **Exhibit A**.

6. Phoenix has extensive experience administering class and representative action matters and has been appointed as the Settlement Administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage and hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class and representative action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administering complex class and representative action matters including: (a) preparing, translating, printing, mailing, and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (h) tax management, filings, and account reconciliation.

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;

- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000.00, in addition to, cyber insurance policy, with a limit of liability of \$3,000,000.00.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Notice of Settlement to Aggrieved Employees, Phoenix will mail Individual PAGA Payments to the Aggrieved Employees along with the Notice of Settlement to Aggrieved Employees via First Class U.S. Mail, postage prepaid. Phoenix will provide the Parties' counsel reports regarding administration of the Settlement Agreement as needed or requested. If a Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment from the initial mailing is returned as undeliverable during the check-cashing period, Phoenix will attempt to obtain a current address for the Aggrieved Employee to whom the returned Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment had been mailed within three (3) calendar days of receipt of the returned Notice of Settlement to Aggrieved Employees and/or Individual PAGA Payment check, by: (a) contacting the Aggrieved Employee by phone, if possible, (b) undertaking all reasonable efforts to identify the Aggrieved Employee's correct address, and (c) undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Notice of Settlement to Aggrieved Employees and Individual PAGA Payment check to the Aggrieved Employee at his or her updated address within three (3) business days.

13. Phoenix's costs are reasonable and competitive when compared to the industry.

14. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

1 • **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
2 NCOA, Skip Tracing and Remail costs.

3 • **Hourly Cost:** The hourly rates include Programming Database & Setup,
4 Project Management, Notice Packet Formatting, Programming Undeliverable, Programming
5 Claims Database, Programming Calculations, Disbursement Review, Printing of Notice &
6 Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case
7 Management/Maintenance.

8 16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A
9 true and correct copy of Phoenix's Will Not Exceed quote of **\$3,750** is attached hereto
10 as **Exhibit B**.

11
12 I declare under the penalty of perjury under the laws of the United States and state of
13 California that the foregoing is true and correct. Executed on February 12, 2025 at Orange,
14 California.

15
16 
17 Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	175
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	175
Subtotal Admin Only	\$3,750.00

Not-to-Exceed Total \$3,750.00

For 175 Aggrieved Members

Pricing Good for Scope of Estimate Only

September 3, 2024

Case: CENTRAL VALLEY CONSTRUCTION PAGA Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Party: Fernando M. Garcia, Esq.
Firm: HERR PEDERSEN & BERGLUND LLP
Contact Number: (559) 636-0200
Email: fgarcia@hpblaw.net

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 175 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$38.67	1	\$38.67
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$514.67

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	1	\$125.00
Data Merge & Duplication Scrub	\$0.25	175	\$43.75
Notice and Check Packet	\$2.00	175	\$350.00
Estimated Postage (up to 1 oz.)*	\$0.76	175	\$133.00
Total			\$651.75

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$75.00	2	\$150.00
Skip Tracing Undeliverables	\$1.50	26	\$39.38
Remail Notice Packets	\$1.50	26	\$39.38
Estimated Postage	\$0.76	26	\$19.95
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$348.70

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$75.00	2	\$150.00
Total			\$350.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$100.00	2	\$200.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Total			\$850.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	33	\$49.88
Case Associate	\$75.00	1	\$75.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$50.00	1	\$50.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting With Individual* (State Tax Reporting Included)	\$350.00	1	\$350.00
Total			\$1,034.88
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$3,750.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT E

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Wed 7/20/2022 3:01 PM
To Ruben Escobedo <ruben@workworldlaw.com>

7/20/2022

LWDA Case No. LWDA-CM-896585-22
Law Firm : WorkWorld Law
Plaintiff Name : Javier Mireles
Employer: Central Valley Construction
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-896585-22
Plaintiff for PAGA Case: Javier Mireles
Filer/Attorney for PAGA Case: Ruben Escobedo Esq.
Law Firm for PAGA Plaintiff: WorkWorld Law
Employer: Central Valley Construction
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Tulare County Superior Court
PAGA Court Case Number: VCU293499
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 02/02/2023 04:53:21 PM by Hannah Keating	Complaint-Stamped Copy.pdf	2/3/2023 12:53 AM	Court Complaint
PAGA Notice Submitted on 07/20/2022 03:01:27 PM by Ruben Escobedo	7-20-22 PAGA Claim.pdf	7/20/2022 10:01 PM	PAGA Notice