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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ARTURO VELASCO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC SHORES MASONRY, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. CVRI2204698

*[Assigned for all purposes to Hon. Harold W.
Hopp; Dept. 1]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 26, 2025

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 800297128209

Action Filed: October 28, 2022

Trial Date: None Set.

DECLARATION OF SEAN M. BLAKELY

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Arturo Velasco (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; preparing for and taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; opposing motions for summary judgment, as well as drafting a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs; attending mediations; drafting and negotiating long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the claims process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of approximately fifty (50) active wage and hour class and PAGA actions in both state and federal

1 court.

2 4. The following is a non-exhaustive list of wage and hour class actions in which I have
3 been appointed as class counsel and/or played a significant role in prosecuting the litigation, and
4 which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case No.
5 BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
6 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
7 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
8 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
9 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F. Highberger
10 presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages,
11 meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$325
12 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.*, Case No. BC480496,
13 California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting
14 final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal
15 and rest period violations, and other claims, in which I was approved at an hourly rate of \$425 for
16 work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc.*, Case No. CV 12-
17 10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M.
18 Gee presiding (granting final approval of settlement on behalf of home health care employees
19 involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of
20 \$425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc., et al.*, Case No.
21 BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding
22 (granting final approval of settlement on behalf of construction workers involving claims for unpaid
23 wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate
24 of \$425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*,
25 Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding
26 (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages,
27 meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$425
28 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385,

1 California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting
2 final approval of settlement on behalf of IT support workers for overtime, meal and period,
3 reimbursement, and related violations, approved at hourly rate of \$475 for work performed in 2016
4 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
5 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
6 approval of settlement on behalf of non-exempt employees of a chemical manufacturing company
7 involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc.,*
8 *et al.*, Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County,
9 Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for
10 unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc.,*
11 *et al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals involving
16 claims for unpaid wages, meal and rest period violations, wage statement violations, and other
17 claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior Court,
18 Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf
19 of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR*
20 *Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth
21 R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees
22 involving claims for unpaid wages, meal period violations, rest period violations, and waiting time
23 penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No. RIC1612209, California Superior Court,
24 Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf
25 of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime
26 and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products,*
27 *LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F.
28 Highberger presiding (granting final approval of settlement involving claims for unpaid overtime

1 and minimum wages, rest period violations, wage statement violations, and waiting time penalties);
2 *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San
3 Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of
4 non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages,
5 meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147,
6 California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final
7 approval of settlement on behalf of non-exempt direct support professionals involving claims for
8 meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No.
9 BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding
10 (granting final approval of settlement on behalf of non-exempt commissioned salespersons
11 involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse
12 for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438,
13 California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final
14 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
15 unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up,*
16 *Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge
17 William D. Cluster presiding (granting final approval of settlement on behalf of non-exempt
18 employees involving claims for unpaid overtime wages, meal and rest period violations, and other
19 claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No.
20 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
21 Sanders presiding (granting final approval of settlement on behalf of non-exempt garment
22 employees involving claims for unpaid minimum wages, meal and rest period violations, and other
23 claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
24 California Superior Court, Orange County, Judge William D. Cluster presiding (granting final
25 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
26 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
27 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles
28 County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf of non-

1 exempt commissioned salespersons and other employees involving claims for unpaid wages, meal
2 and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar,*
3 *et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior Court, Los Angeles
4 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-
5 exempt employees involving claims for unpaid overtime, meal and rest break violations, and other
6 claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No. CGC-18-566393, California Superior
7 Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of
8 settlement on behalf of sales development representatives involving claims for unpaid overtime,
9 meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services,*
10 *Inc.*, Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl
11 presiding (granting final approval of settlement on behalf of non-exempt employees involving
12 claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto*
13 *Group, Inc., et al.*, Case No. RIC1709905, California Superior Court, Riverside County, Judge
14 Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt
15 commissioned salespersons involving claims for unpaid wages, meal and rest period violations,
16 other claims); *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-
17 CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding
18 (granting final approval settlement on behalf of non-exempt commissioned employees involving
19 claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and
20 penalty claims); *Sepulveda, et al. v. Caliber Collision Transport Service LLC, et al.*, Case No.
21 BC669786, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding
22 (granting final approval of settlement on behalf of non-exempt commissioned employees involving
23 claims for unpaid wages, meal and rest period violations, and penalty claims); *Mariela Cruz v.*
24 *Traina Dried Fruit, Inc.*, Case No. 9000819, California Superior Court, Stanislaus County, Judge
25 Marie Sovey Silveira presiding (granting final approval of settlement on behalf of non-exempt
26 employees involving claims for unpaid wages, meal and rest period violations, and penalty claims);
27 *Joshua Anthony v. Semper Solaris Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL,
28 California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final

1 approval of settlement on behalf of non-exempt employees involving claims for overtime wages,
2 wage statement penalties, waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast*
3 *Composites, LLC*, Case No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange
4 County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-
5 exempt employees involving claims for wage statement violations and PAGA civil penalties); *Maria*
6 *Jessenia Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
7 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on
8 behalf of non-exempt nursing employees involving claims for meal and rest period violations,
9 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
10 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding
11 (granting final approval of settlement on behalf of non-exempt manufacturing employees involving
12 claims for unpaid wages, meal and rest period violations, and various penalty claims); *Rosalie A.*
13 *Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No. 19STCV35904, California
14 Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of
15 settlement on behalf of commission-based employees involving claims for unpaid minimum wages,
16 meal and rest period violations, and penalty claims); *Danielle Bradley Queen, et al. v. Unlimited*
17 *Quest, Inc.*, Case No. CIVDS1716151, California Superior Court, San Bernardino County, Judge
18 David Cohn presiding (granting final approval of settlement on behalf of non-exempt Direct Support
19 Professionals and Program Supervisors involving claims for rest period violations, unpaid wages,
20 failure to reimburse for necessary business expenditures, wage statement violations, and other
21 penalty claims); *Fabian Santana, et al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California
22 Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
23 settlement on behalf of non-exempt employees involving claims for unpaid wages, meal and rest
24 period violations, wage statement violations, failure to reimburse for necessary business
25 expenditures, and other penalty claims); *Jonathan Reyes-Delcid v. SNS Transportation Services*
26 *Inc.*, Case No. BC683026, Judge Daniel J. Buckley presiding (granting final approval of settlement
27 on behalf of non-exempt employees involving claims for piece-rate violations, unpaid wages, meal
28 and rest period violations, failure to reimburse for necessary business expenditures, and other

penalty claims); *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No. BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v. Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period violations, and various penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage statement class, and waiting time penalty class).

6. In each year from 2018 through 2023, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In 2024 and 2025, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

CMO ¶¶ G(1)(a), G(1)(b)

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in all aspects of this litigation since its inception, and I believe that the proposed Settlement is a favorable result for the Settlement Class. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed Stipulation of Settlement (“Settlement Agreement”). The proposed Class Notice, Request for Exclusion Form, and Objection Form are attached as **Exhibits 1, 2 and 3**,

1 respectively, to the Settlement, and are also attached to the Proposed Order.

2 **CMO ¶¶ G(3)(a)(vii)**

3 8. I am not aware of any other class, representative, or other collective actions in any
4 other court that assert similar claims to those asserted in this action on behalf of a class or group of
5 individuals who would also be members of the proposed Settlement Class. I asked the attorneys at
6 my office if they are aware of any similar actions, and the attorneys whom I have asked are not
7 aware of any such actions.

8 9. Defendant Pacific Shores Masonry, Inc. (“Pacific Shores”) is a residential and
9 commercial builder specializing in constructing free-standing walls, decorative walls, and masonry
10 walls.

11 10. On October 28, 2022, Plaintiff filed a Class Action Complaint in Riverside County
12 Superior Court, alleging that Pacific Shores: (i) failed to pay all minimum wages; (ii) failed to pay
13 all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit
14 all legally compliant rest periods; (v) failed to issue accurate, itemized wage statements; (vi) failed
15 to timely pay all wages due or final wages due; (vii) failed to indemnify for all necessary business
16 expenditures; and (viii) engaged in unfair competition in violation of California Business &
17 Professions Code § 17200 *et seq.* On October 28, 2022, Plaintiff sent his PAGA notice letter to the
18 Labor & Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit B** is a true and
19 correct copy of Plaintiff’s Private Attorneys General Act (“PAGA”) Notice Letter to the LWDA.
20 On March 14, 2025, Plaintiff filed the operative First Amended Class and Representative Action
21 Complaint (“FAC”) adding a cause of action for civil penalties under the PAGA.

22 **CMO ¶ G(3)(a)(vi)**

23 11. Prior to attending mediation, the Parties engaged in significant formal and informal
24 discovery. Plaintiff served formal discovery seeking the contact information for the putative class.
25 After extensive meet and confer efforts, Plaintiff was provided with the contact information for the
26 putative class and Plaintiff’s counsel interviewed Class Members regarding their work experiences
27 with Pacific Shores. In connection with mediation, Pacific Shores produced a sampling of time and
28 pay records for the putative class, its Employee Handbook utilized during the Class Period, a Class

1 List with each Class Member's hire and terminate date (if applicable), as well as other documents
2 and information. This discovery allowed the Parties to assess the merits and value of Plaintiff's
3 claims, the chances of certification of Plaintiff's claims, and Pacific Shores' potential defenses.
4 Class Counsel conducted an in-depth review of Pacific Shores' relevant policies and records, and
5 drew on their extensive experience in similar cases to assess the strengths and weaknesses of
6 Plaintiff's case to create a detailed exposure analysis for all claims at issue.

7 12. On July 23, 2024, the Parties attended a full-day mediation with the Honorable
8 Glenda Sanders (Ret.), a preeminent wage and hour class action mediator. During mediation, the
9 Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
10 claims, and the legal bases for Plaintiff's claims and Pacific Shores' defenses. The Parties did not
11 reach a settlement at mediation. In the months following mediation, Pacific Shores provided
12 Plaintiff's counsel with its financial records and Plaintiff, with the help of its retained forensic
13 accountant, reviewed the documents provided by Pacific Shores. Following Pacific Shores'
14 representation of its financial condition, Pacific Shores turned over its financial records to Plaintiff's
15 retained expert, Keith D. Messerschmidt, who is a forensic accountant and has consulted or provided
16 expert testimony in dozens of litigation and insurance matters. Mr. Messerschmidt opines that
17 Pacific Shores could not reasonably afford to pay more than the Gross Settlement Amount, and that
18 the requested payment schedule was necessary for Pacific Shores to remain in business without
19 dramatically impacting its operations. Should the Court wish to review a declaration from Mr.
20 Messerschmidt attesting to these facts and Pacific Shores' financial condition, this declaration could
21 either be filed in *camera* or filed under seal, at the Court's request. After an exhaustive review of
22 Pacific Shores' financial records, the Parties continued their settlement discussions and ultimately
23 reached a classwide settlement. During the months that followed, the Parties finalized the terms of
24 the Settlement and executed the long-form Settlement Agreement now before the court.

25 **CMO ¶¶ G(3)(a)(ii), G(3)(a)(iii)**

26 13. Plaintiff alleges that Pacific Shores utilized a timekeeping policy/practice that
27 resulted in a systematic underpayment of wages through a process of unlawful time-shaving and/or
28 rounding of hours worked. Specifically, Plaintiff alleges that although employees recorded their

1 hours worked through an application on their cellular phones, ExakTime, Pacific Shores only
2 compensated employees for their scheduled hours of work, as opposed to all hours on the clock,
3 resulting in unpaid wages. Based on Plaintiff's review of employee records, Plaintiff contends that
4 Pacific Shores' timekeeping practices resulted in employees not being compensated for
5 approximately fifteen (15) minutes per shift. Accordingly, Plaintiff calculates Pacific Shores'
6 maximum exposure for this claim at approximately \$680,540 (15 minutes per shifts * 92,685 shifts
7 * \$29.37 average overtime rate of pay). Pacific Shores argues that its timekeeping policies/practices
8 complied with California law and that it has always compensated Class Members for all hours
9 worked throughout the Class Period. Pacific Shores further argues that just because an employee is
10 clocked in does not mean they are working. For example, much of the alleged unpaid time was pre-
11 shift (i.e., employees clocked in before the scheduled start of the shift), and Pacific Shores argues
12 employees work as a group and that they do not begin performing work before the start of their shift,
13 and instead engage in personal activities like reading or talking with co-workers before their shift.
14 Finally, Pacific Shores asserts that Plaintiff would be unable to certify this claim as individualized
15 inquiries would be necessary as to whether employees were in fact underpaid or overpaid for each
16 workday in question (including whether they were actually working when they were clocked in),
17 resulting in an unmanageable series of mini-trials. Based on these defenses, Plaintiff discounted the
18 maximum exposure by 55% to account for the risk of non-certification, and an additional 65% to
19 account for Pacific Shores' defenses on the merits and/or failure to recover the full amount sought,
20 to arrive at an estimated exposure of approximately \$107,185.

21 14. Plaintiff alleges that Pacific Shores failed to provide legally compliant first meal
22 periods and second meal periods when Class Members worked in excess of 10.0 hours. Specifically,
23 Plaintiff alleges that first meal periods were often late (i.e., commencing after the completion of five
24 hours of work), or short (i.e., less than 30 minutes) due to work demands imposed by Pacific Shores.
25 In addition, for a significant portion of the Class Period, Plaintiff alleges that Pacific Shores did not
26 record employee meal periods and automatically deducted 30-minutes each workday for a purported
27 meal period regardless of whether a compliant first meal period was provided. Based upon a review
28 and extrapolation of Pacific Shores' timekeeping records, Plaintiff estimates there were

1 approximately 92,685 shifts in excess of 5.0 hours entitling employees to a first meal period. For
2 the vast majority of the Class Period, Pacific Shores did not record employee meal periods and
3 automatically deducted thirty (30) minutes for a purported meal period each shift. Assuming each
4 auto-deduct shift represents a violation, Plaintiff estimates Pacific Shores' maximum meal period
5 exposure at approximately \$1,814,773 (92,685 non-compliant meal periods * \$19.58 average
6 premium). Pacific Shores counters that they have maintained compliant written meal period policies
7 throughout the Class Period and have always provided employees the *opportunity* to take legally
8 compliant meal periods, and that they are not required to "ensure" meal periods are taken. Pacific
9 Shores also maintains that any short, missed, or late meal periods were the result of lawful employee
10 waiver or choice, thereby precluding liability. Pacific Shores also argues this claim is not suited for
11 class treatment, as individual inquiries would be needed to assess which employees took non-
12 compliant meal periods or missed meal periods, how many meal periods were non-compliant or
13 missed, and the reasons why a particular employee did not take a compliant meal period on a
14 particular shift. Additionally, Pacific Shores maintains that employees voluntarily waived their
15 second meal period when they worked shifts in excess of 10.0 hours (but less than 12.0 hours), as
16 they are entitled to do under Labor Code § 512. Finally, Pacific Shores argues that these claims are
17 not suited for class treatment, as individual inquiries would be needed to assess which employees
18 took non-compliant meal periods or missed meal periods, how many meal periods were non-
19 compliant or missed, and the reasons why a particular employee did not take a compliant meal period
20 on a particular shift. Based on these defenses, Plaintiff discounted the maximum amount by 60%
21 for risk of non-certification, and an additional 70% for risk of losing on the merits or failing to
22 recover the full amount sought, to arrive at an estimated exposure of approximately \$217,773.

23 15. Plaintiff alleges that Pacific Shores failed to authorize and permit its non-exempt
24 employees to take all required rest periods. Specifically, Plaintiff was not authorized and permitted
25 to take separate rest periods throughout the workday and was only authorized and permitted a single
26 15 or 20-minute combined rest period at approximately 1:00 p.m. during his 8-hour shifts, in
27 violation of California law. Based on Plaintiff's review of Pacific Shores' records, there have been
28 approximately 92,685 shifts worked over 3.5 hours, entitling non-exempt employees to at least one

1 (1) off-duty rest period. Therefore, assuming a violation for each of these shifts, Plaintiff calculates
2 Pacific Shores' maximum liability for rest period violations at approximately \$1,814,773 (92,685
3 non-compliant rest periods * \$19.58 premium). In response, Pacific Shores argues that they have
4 always maintained and enforced lawful rest period policies/practices during the Class Period, and
5 have, in fact, authorized and permitted all required rest periods to Class Members. Pacific Shores
6 further argues that its departure from the preferred rest period schedule was lawful because Class
7 Members overwhelming preferred to take one 15-20 minute rest period in the morning to be able to
8 eat. Pacific Shores further argued that its practice of combining rest periods into one 20-minute rest
9 period was implemented to alleviate material economic losses which would be imposed on Pacific
10 Shores if it implemented the preferred rest period schedule for 8-hour shifts. Furthermore, Pacific
11 Shores argues that Plaintiff's rest period claim is not amenable to class treatment, as individualized
12 inquiries would be required to determine which employees failed to take rest periods, and the
13 reasons why each employee failed to take a rest period on a particular shift, as there are no records
14 of whether or not a rest period was authorized and permitted. Therefore, Plaintiff discounted Pacific
15 Shores' maximum exposure by 75% to account for the risk of non-certification, and an additional
16 75% to account for Pacific Shores' defenses on the merits or failure to recover the full amount
17 sought, to arrive at an estimated exposure of approximately \$113,423.

18 16. Plaintiff alleges that Pacific Shores failed to reimburse him and other putative class
19 members for all reasonable and necessary work expenditures, including personal cellular phone
20 expenses. Specifically, Pacific Shores required Plaintiff and other non-exempt employees to use
21 their personal cellular phones to clock in and out of their work shifts using an application called
22 "ExakTime," and to communicate with managers and/or supervisors, however, Pacific Shores failed
23 to reimburse Plaintiff and other non-exempt employees for the costs associated with their cellular
24 phones. Furthermore, Plaintiff alleges Pacific Shores required Plaintiff and other non-exempt
25 employees to use their own vehicles in the performance of their job duties, however, Pacific Shores
26 failed to reimburse Plaintiff and other non-exempt employees for these business expenses.
27 Assuming that employees are owed approximately \$2.50 per weekly pay period for cellular phone
28 usage, Plaintiff estimates Pacific Shores' maximum liability for its failure to reimburse employees

1 for usage of their personal cellular phones at approximately \$46,343 (18,537 weekly pay periods *
2 \$2.50 per pay period). In addition, Plaintiff alleges Pacific Shores required Plaintiff and other
3 putative class members to use their personal vehicles to travel between various locations once a
4 week and that employees generally traveled approximately 10 miles each week. Accordingly,
5 Plaintiff calculates Pacific Shores' maximum liability for failure to pay for mileage at approximately
6 \$120,491 (18,537 shifts * 10 miles * \$0.65 IRS mileage rate). Therefore, Plaintiff contends that
7 Pacific Shores is liable for approximately \$166,834 in unreimbursed business expenses. In response,
8 Pacific Shores maintains that Class Members were not required to use their personal cellular phones
9 or vehicles as part of their job. Pacific Shores further argues that any expenses incurred by Class
10 Members were extremely minimal, given the wide availability of low-cost cellular phone plans.
11 Pacific Shores further contends that this claim would require individual inquiries into whether Class
12 Members actually used their personal cellular phones or vehicles for work purposes, how much
13 expense they incurred, whether they submitted a request for reimbursement, and the reasonableness
14 of that expense, thus precluding class certification. Based on these defenses, Plaintiff discounted the
15 estimated maximum amount by 50% for risk of non-certification, and by an additional 60% to
16 account for risk of losing on the merits or failure to recover the maximal amount sought, to arrive
17 at an estimated exposure of approximately \$33,367.

18 17. As a result of these alleged wage and hour violations, Plaintiff asserts that Pacific
19 Shores failed to comply with its wage statement obligations, in violation of Labor Code § 226.
20 Plaintiff also alleges that the wage statements issued by Pacific Shores were facially deficient in that
21 the wage statements failed to list Pacific Shores' address in violation of Labor Code § 226(a)(8).
22 Based on the data produced, there are 146 putative class members and 9,030 unique weekly pay
23 periods worked within the one-year liability window relevant to Labor Code § 226. Section 226
24 provides for a \$50 penalty for each "initial" violation and \$100 for each "subsequent" violation,
25 with a cap of \$4,000 per employee. *See* Labor Code § 226(e). Calculating an "initial" \$50 penalty
26 for each employee and "subsequent" \$100 penalties for every subsequent pay period would result
27 in an amount greater than the \$4,000 maximum for each employee. Therefore, Plaintiff calculated
28 Pacific Shores' maximum wage statement exposure at approximately \$584,000 (146 employees *

1 \$4,000 maximum penalty). Pacific Shores contends that any alleged wage statement violations could
2 not be shown to be “knowing and intentional,” particularly given its good-faith defenses; that
3 Plaintiff cannot show he or other employees “suffer[ed] injury” due to alleged wage statement
4 violations, as required by Lab. Code § 226(e) for the imposition of penalties, and that the wage
5 statements always accurately reflected amounts *paid* to employees. With respect to Plaintiff’s
6 allegation that the wage statements did not list Pacific Shores’ address, Pacific Shores argues that
7 the address appears on the paycheck itself, and therefore, met the requirements of Labor Code §
8 226(a)(8). Given Pacific Shores’ arguments that no violations occurred, that Class Members
9 suffered no “injury,” and that any violations were not “knowing and intentional,” Plaintiff
10 discounted the maximum exposure by 60% for risk of non-certification, and by an additional 65%
11 for risks on the merits, for an estimated realistic exposure of approximately \$81,760.

12 18. In addition, as a result of the unpaid wages and unpaid meal and rest period premiums
13 alleged above, Plaintiff asserts that Pacific Shores failed to pay all wages owed at the time of his
14 separation of employment with Pacific Shores. Pacific Shores’ records reflected approximately 144
15 former Class Members separated from their employment with Pacific Shores and are therefore
16 eligible for waiting time penalties. Based on an hourly rate of \$19.58, Plaintiff estimated the average
17 waiting time penalty per former employee to be \$4,700 ($\$19.58 \times 8 \text{ hours per day} \times 30 \text{ days}$).
18 Therefore, Plaintiff calculated Pacific Shores’ maximum exposure for potential waiting time
19 penalties to be approximately \$676,800 (144 separated employees * \$4,700 average penalty). Pacific
20 Shores argues that it possesses strong, good-faith defenses to Plaintiff’s underlying claims, thus
21 precluding recovery of waiting time penalties, which are only available for the “willful” failure to
22 pay wages. Pacific Shores further asserts that Plaintiff’s waiting time penalty exposure was grossly
23 inflated as not every former employee experienced the alleged Labor Code violations. Moreover,
24 because the waiting time claim is derivative of Plaintiff’s underlying wage claims, Plaintiff would
25 need to overcome Pacific Shores’ defenses, both as to class certification and on the merits, as to his
26 underlying claims. To account for Pacific Shores defenses, Plaintiff discounted the maximum
27 exposure by 60% for the risk of non-certification, and an additional 70% for risk of losing on the
28 merits, and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of

1 approximately \$81,216.

2 **CMO ¶ G(9)**

3 19. Finally, Plaintiff seeks civil penalties under the PAGA, based on the aforementioned
4 claims. Assuming that Plaintiff could prove at least one underlying Labor Code violation in each
5 pay period within the PAGA Period, Plaintiff estimates Pacific Shores' maximum PAGA exposure
6 at \$903,000 (calculated from 9,030 pay periods * \$100 initial violation rate). However, these
7 penalties derived from the underlying wage and hour violations discussed above, which Pacific
8 Shores vigorously disputes. Pacific Shores contends that since Plaintiff's PAGA claim is derivative
9 of his underlying wage claims, Plaintiff's PAGA claim would fail with those claims. Pacific Shores
10 further maintains that given its good-faith defenses, the Court would substantially reduce any PAGA
11 penalties awarded. Pacific Shores also asserts that the Court would drastically reduce any award of
12 PAGA penalties as "confiscatory." Plaintiff therefore discounted the maximum figure by 75% for
13 the risk of being unable to proceed on a representative basis and risk of losing of the merits, and/or
14 not recovering a PAGA penalty in each and every pay period, and an additional 85% to account for
15 the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately
16 \$33,862.

17 **CMO ¶¶ G(3)(a)(ii)(C) and G(3)(a)(iii)(C)**

18 20. Therefore, if Plaintiff was entirely successful at trial on all claims described above,
19 Plaintiff estimates the maximum total exposure to be approximately \$6,640,720. However, taking
20 into account Pacific Shores' various defenses, both as to certification and merits issues, difficulties
21 of proof, and other risks described above, Plaintiff predicted that the potential likely recovery for
22 the Settlement Class at trial would be approximately \$668,586. The proposed settlement of
23 \$570,000.00 therefore represents approximately 85.3% of the reasonably forecasted recovery for
24 the Settlement Class, while avoiding the further expense and serious risk of proceeding towards
25 class certification and trial.

26 **CMO ¶¶ G(3)(a)(i), G(3)(a)(iv), G(3)(a)(v)**

27 21. According to Pacific Shores' records, there are approximately 365 total Class
28 Members. Therefore, the average individual Settlement Payment is projected to be approximately

1 \$852.05. Based on the proposed allocations of the Net Settlement Amount, the lowest potential
2 individual Settlement Payment is projected to be approximately \$15.55, and the highest potential
3 individual Settlement Payment is estimated to be approximately \$4,671.68. There are also
4 approximately 146 Aggrieved Employees who worked during the PAGA Period. Therefore, the
5 average payment from the PAGA Amount is estimated at approximately \$34.25.

6 22. Although the Parties engaged in significant informal and formal discovery in
7 advance of mediation, the Parties still had significant discovery to complete in formal litigation had
8 the matter not settled. This would have required expenditure of substantial time and resources by
9 both Parties that would have very likely spanned several years. Even if Plaintiff was to certify the
10 classes, the Parties would incur considerably more attorneys' fees and costs through a possible
11 decertification motion, trial, and possible appeal. This Settlement avoids those risks and the
12 accompanying expense.

13 23. Class Counsel will also apply for an attorneys' fees award of one-third of the GSA,
14 which is currently estimated to be \$190,000.00, and up to \$30,000.00 in verified costs
15 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
16 risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has
17 incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims,
18 conducting legal research, engaging in formal and informal discovery, interviewing Class Members
19 regarding their working experiences, reviewing Pacific Shores' documents and policies, analyzing
20 Class Members' relevant records and creating a comprehensive damages model, preparing for and
21 attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this
22 Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney time
23 in attending the hearing on this Motion, overseeing the Notice process and fielding questions from
24 Class Members, preparing the final approval papers, and attending the Final Approval hearing.

25 **CMO ¶¶ G(3)(d)(i), G(3)(d)(ii)**

26 24. Plaintiff proposes that the Settlement be administered by ILYM Group, Inc.
27 ("ILYM"), an experienced class action settlement administrator. Plaintiff obtained bids for
28 administration from ILYM Group, Inc. (\$8,950.00), and Phoenix Settlement Administrators

1 (\$9,500.00). The Parties agreed to use ILYM based on its consistent track record and high-quality
2 settlement administration work performed for hundreds of class action settlements similar to this
3 one. Anthony Rogers of ILYM will file a declaration attesting to the administrator's experience,
4 fee to be charged, and how such fee was calculated concurrently with Plaintiff's Motion.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct. Executed on May 29, 2025, at El Segundo, California.

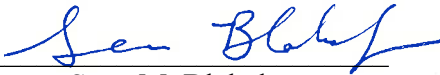
7
8 
Sean M. Blakely

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Arturo Velasco (hereinafter “Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below) on one hand, and Defendant Pacific Shores Masonry, Inc. (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Tim R. Plewe and Michael J. DeSantis of Lobb & Plewe, LLP.

On October 28, 2022, Plaintiff filed a wage and hour class action complaint in Riverside County Superior Court in the matter entitled *Arturo Velasco v. Pacific Shores Masonry, Inc.*, Riverside Superior Court Case No. CVRI2204698 (the “Action”). As part of the Settlement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”). The FAC pleads the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) failure to indemnify for all necessary business expenditures; (8) unfair competition; and (9) civil penalties under the PAGA.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm’s-length negotiations, taking into account all relevant factors. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class or Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Pacific Shores Masonry, Inc. in the State of California at any time from October 28, 2018, through the date of preliminary approval of the settlement (the “Class Period”).

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in this matter or in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Class Members and Plaintiff.** In exchange for the consideration set for in this Settlement Agreement, Plaintiff and every member of the Settlement Class (except those who opt out) will be deemed to expressly and fully release and discharge Defendant, and all of their past

and present directors, officers, employees, and agents (collectively, the “Released Parties”), as follows:

- A. Class Members release any and all claims alleged in the First Amended Class and Representative Action Complaint (“FAC”), or those claims based solely on the facts alleged in the FAC, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, compliant, and itemized wage statements; (f) failure to timely pay all wages due or final wages due; (g) failure to indemnify for all necessary business expenditures; and (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.
- B. Plaintiff releases all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs’ October 28, 2022 PAGA letter to the Labor & Workforce Development Agency (“LWDA”).
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has also released, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers’ compensation claims), then those claims will not be released.

3. **Gross Settlement Amount.** As consideration, Defendant has agreed to pay a non-reversionary Gross Settlement Amount (“GSA”) of Five Hundred Seventy Thousand Dollars and Zero Cents (\$570,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator in two installments: (1) Defendant shall make an initial deposit of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) with the Settlement Administrator within thirty (30) calendar days of final approval of the settlement;

and (2) Defendant shall make a second deposit of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) with the Settlement Administrator by no later than February 1, 2026.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;
- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Nine Thousand Dollars and Zero Cents (\$9,000.00). If the actual costs exceed Nine Thousand Dollars and Zero Cents (\$9,000.00), the additional costs shall be deducted from the Gross Settlement Amount. If the actual costs are less than Nine Thousand Dollars and Zero Cents (\$9,000.00), the difference will revert to the participating Class Members;
- (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00), for Plaintiff's Class Representative Enhancement Payment in recognition of his contribution to the Action and his service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members;
- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Cents (\$30,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Class Members; and
- (5) Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to the Settlement Class as the "PAGA Amount."

D. Defendant's share of employer-side payroll taxes shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.

- E. **Workweek Representation.** The Gross Settlement Amount is based on Defendant's representations that there are an estimated 20,000 total collective workweeks worked by Settlement Class members during the Class Period. If the number of workweeks during the Class Period exceeds this figure by more than 10% (i.e., if there are 22,001 or more workweeks), then the Class Period shall be shortened to cover the time period encompassing 22,001 workweeks.
4. **Payments to the Settlement Class.** Class Members are not required to submit a claim form to receive a payment ("Settlement Payment") from the Settlement. Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, the amount set aside as PAGA civil penalties, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Payment based on the following formula:
- i. Payments to all participating Class Members: The Settlement Administrator will calculate payments from the NSA based on each participating Class Member's proportionate Workweeks worked during the Class Period. Specifically, each participating Class Member's payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Class Member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Class Members during the Class Period
 - ii. PAGA Amount: In addition to the NSA, each Class Member who was employed by Defendant at any time from October 28, 2021, through the date of preliminary approval ("PAGA Period") (including those Class Members who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Five Thousand Dollars and Zero Cents (\$5,000.00) designated as the "PAGA Amount" taken from the GSA as described above and shall be paid based on the proportionate number of pay periods that he or she worked during the PAGA Period.
- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Payment amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Payments, less applicable taxes and withholdings, to participating Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the

applicable authorities with the necessary reports, submitting copies to Defendant's counsel. After Settlement Payments are mailed to Class Members, the Settlement Administrator shall distribute the amounts approved for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Enhancement Payment, payment to the LWDA for its share of PAGA civil penalties, and settlement administration expenses.

- D. For purposes of calculating applicable taxes and withholdings, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as follows: Twenty percent (20%) as wages; and Eighty percent (80%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Class Member who receives a Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. For any Class Members whose check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Payment as Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court

reduces or does not approve the requested enhancement payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Nine Thousand Dollars and Zero Cents (\$9,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Payments, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Payments have been mailed to all participating Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Arturo Velasco as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of the same in English and Spanish; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Class Member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for

Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Payment for each Class Member; and (iv) mail a Notice Packet to each Class Member in both English and Spanish via U.S. First Class mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Class Member who wishes to opt out of the settlement must complete and mail or deliver a Request for Exclusion Form to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that a Class Member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Class Members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above.
- D. Objections. Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Class Member's full name and current address, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked

no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also orally object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Settlement Payment / Disputes. Each Notice Packet mailed to a Class Member shall disclose the amount of the Class Member's estimated Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Settlement Payment. Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Payment shall be binding upon the Class Member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. Class Counsel shall not report this Settlement in any medium or in any publication, shall not post or report anything regarding Plaintiff's claims on Class Counsel's website, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	Tim R. Plewe, Lobb & Plewe, LLP, 4160 Temescal Canyon Road, Suite 202, Corona, California 92883; tplewe@lp-attorneys.com
if to Plaintiff:	Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: April 9, 2025

Pacific Shores Masonry, Inc.

By: 
Title: President

DATED:

Arturo Velasco

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: April 9, 2025

LOBB & PLEWE, LLP

By: 
Tim R. Plewe
Michael J. DeSantis
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

BY: _____
Sean M. Blakely
Attorneys for Plaintiff

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DATED:

Pacific Shores Masonry, Inc.

By: _____
Title: _____

DATED: Apr 15, 2025

Arturo Velasco

By: 
Arturo Velasco (Apr 15, 2025 10:12 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

LOBB & PLEWE, LLP

By: _____
Tim R. Plewe
Michael J. DeSantis
Attorneys for Defendant

DATED: April 15, 2025

HAINES LAW GROUP, APC

BY: 
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

NOTICE TO SETTLEMENT CLASS
Arturo Velasco v. Pacific Shores Masonry, Inc.
Riverside County Superior Court
Case No.: CVRI2204698

To: All current and former hourly employees who worked for Defendant Pacific Shores Masonry, Inc. in the State of California at any time from October 28, 2018, through <<PRELIM APPROVAL DATE>>.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Arturo Velasco v. Pacific Shores Masonry, Inc.*, Riverside Superior Court Case No. CVRI2204698 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Pacific Shores Masonry, Inc.’s (hereinafter “Defendant”) records show that you were employed by Defendant as an hourly employee in the State of California at any time from October 28, 2018 through <<PRELIM APPROVAL DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Arturo Velasco (“Plaintiff”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former hourly employees who worked for Defendant in the State of California during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods, or premium pay for non-compliant meal periods; (4) failed to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (5) failed to furnish accurate, compliant, and itemized wage statements; (6) failed to timely pay all wages due or all final wages due; (7) failed to reimburse all necessary business expenditures; (8) engaged in unfair, unlawful business practices; and (9) is liable for civil penalties under the Private Attorneys’ General Act (“PAGA”).

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state’s labor law enforcement agencies. By acting as a private attorney general, an “aggrieved employee” who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state’s Labor and Workforce Development Agency (“LWDA”), and the remaining 25% of penalties are distributed evenly among all aggrieved employees.

Defendant denies that it has done anything wrong. Defendant also denies that it owes Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of their decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: LOBB & PLEWE, LLP Tim R. Plewe tplewe@lp-attorneys.com Michael J. DeSantis mdesantis@lp-attorneys.com 4160 Temescal Canyon Rd., Suite 202 Corona, CA 92883 Tel: (951) 788-9410 Fax: (951) 788-0766 lobbplewe.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former hourly employees who worked for Defendant in the State of California at any time from October 28, 2018, through <<PRELIM APPROVAL DATE>>. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$570,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative Enhancement Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$190,000.00, as reasonable compensation for the work Class Counsel performed

and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$9,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$10,000.00 to compensate him for his service and extra work provided on behalf of Class Members.

PAGA Payment to State of California. The parties have agreed to allocate \$20,000.00 towards the Settlement of the PAGA claims in the Action. \$15,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$5,000.00 will be allocated to Class Members as the “PAGA Amount” as described below.

Calculation of Individual Class Members’ Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below). The Net Settlement Amount is estimated at approximately \$311,000.00, and will be divided as follows:

- (i) The Settlement Administrator will calculate payments from the NSA based on each participating Class Member’s proportionate Workweeks worked during the Class Period. Specifically, each participating Class Member’s payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Class Member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Class Members during the Class Period
- (ii) In addition to the Net Settlement Amount, \$5,000.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above and will be allocated to all Class Members (regardless of whether they submit a timely and valid Request for Exclusion) who worked for Defendant at any time between October 28, 2021, through **PRELIM APPROVAL DATE** (the “PAGA Period”), in proportion to the number of pay periods that each Class Member worked for Defendant in California as an hourly employee during that time period. The average payment to aggrieved employees is estimated to be \$34.25.

Payments to Class Members. If the Court grants final approval of the Settlement, individual Settlement Payments will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: Any payment made from the NSA shall be allocated as 20% as wages, and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing participating Class Members IRS Forms W-2 for the amounts allocated as “wages” and IRS Form 1099 for the amounts allocated as penalties and interest. Any payment made from the PAGA Amount shall be treated as 100% penalties and reported on an IRS Form 1099. Class Members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who submit a valid and timely Request for Exclusion) will fully release and discharge Defendant, and all of their past and present directors, officers, employees, and agents (collectively the “Released Parties”) from any and all claims alleged in the First Amended Class and Representative Action Complaint (“FAC”), or those claims based solely on the facts alleged in the FAC, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, compliant, and itemized

wage statements; (f) failure to timely pay all wages due or final wages due; (g) failure to indemnify for all necessary business expenditures; and (h) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

Additionally, Plaintiff releases all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s October 28, 2022 PAGA letter to the LWDA.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendant during the Class Period, as well as with the proportionate number of pay periods you worked for Defendant during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Payment. Your award is based on the proportionate number of workweeks you worked for Defendant during the Class Period, as well as the proportionate number of pay periods you worked during the PAGA Period. The information contained in Defendant’s records regarding each of these factors, along with your estimated Settlement Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<INSERT ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make any adjustments approved by the Parties.

According to Defendant’s records:

- (a) you worked for Defendant in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] workweeks between October 28, 2018, and [PRELIM APPROVAL DATE] for Defendant; and
- (c) you worked [REDACTED] pay periods between October 28, 2021, and [PRELIM APPROVAL DATE] for Defendant.

Based on the above, your Settlement Payment is estimated at \$[REDACTED]. The average Settlement Payment is estimated at \$852.05. The lowest Settlement Payment to a Class Member is estimated at \$15.55. The highest Settlement Payment to a Class Member is estimated at \$4,671.68.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, and shall be barred from participating in any portion of the Class Action Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the

Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Arturo Velasco v. Pacific Shores Masonry, Inc.*, Riverside Superior Court Case No. CVRI2204698.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Enhancement Payment. The Final Approval Hearing may be postponed without further notice to Class Members. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit A to the Declaration of Sean M. Blakely In Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement, filed on May 29, 2025. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Arturo Velasco v. Pacific Shores Masonry, Inc.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: CVRI2204698

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE, SIGN AND MAIL** OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR]

Arturo Velasco v. Pacific Shores Masonry, Inc.
SETTLEMENT ADMINISTRATOR

ADDRESS

ADDRESS

PHONE

FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Arturo Velasco v. Pacific Shores Masonry, Inc.*, Riverside Superior Court Case No. CVRI2204698.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *ARTURO VELASCO V. PACIFIC SHORES MASONRY, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2204698. I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I UNDERSTAND THAT I CANNOT EXCLUDE MYSELF FROM THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") SETTLEMENT AND THAT I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO PAGA AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

EXHIBIT 3

OBJECTION FORM

Arturo Velasco v. Pacific Shores Masonry, Inc.

RIVERSIDE COUNTY SUPERIOR COURT

Case No.: CVRI2204698

All objections must be mailed or delivered directly to the Settlement Administrator, [INSERT SETTLEMENT ADMINISTRATOR], at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature and basis of each objection and please attach additional pages if necessary:

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 28, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Arturo Velasco v. Pacific Shores Masonry, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Arturo Velasco in claims arising from his employment with Pacific Shores Masonry, Inc., and Does 1 through 100 (collectively, “Defendants”). Mr. Velasco is an “aggrieved employee” as defined by Labor Code § 2698, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Mr. Velasco worked for Defendants as a non-exempt employee from approximately 2021 until approximately August 2022. During his employment with Defendants, Mr. Velasco was typically scheduled to work Monday through Friday, from 7:00 a.m. to 3:30 p.m., and Saturdays from 7:00 a.m. to 1:30 p.m., although Mr. Velasco often worked hours beyond these scheduled times. The “aggrieved employees” whom Mr. Velasco seeks to represent include all current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of this letter through the present.

During Mr. Velasco’s employment with Defendants, upon information and belief, Defendants utilized a timekeeping system which resulted in Mr. Velasco and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, although Mr. Velasco and other aggrieved employees recorded their hours worked through an application of their cellular phones, Defendants regularly, systematically, and impermissibly rounded, shaved, or otherwise altered the time worked by Plaintiff and other non-exempt employees in Defendants’ favor, such that the time shaving/rounding practice utilized by Defendants would round and/or shave in Defendants’ favor such that Mr. Velasco and other aggrieved employees were routinely underpaid for their time worked. Defendants’ timekeeping policies/practices were not even handed and have resulted in Mr. Velasco and other aggrieved employees not being compensated for all hours worked. Further, on occasions when Mr. Velasco worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived Mr. Velasco of additional overtime wages earned. Due to Defendants’ timekeeping policies/practices that fail to compensate

for all hours worked, Mr. Velasco and other aggrieved employees were not compensated for all required minimum and overtime wages.

Defendants also failed to provide Mr. Velasco and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, due to work demands imposed by Defendants, Mr. Velasco was often not provided with a first meal period prior to the conclusion of his fifth hour of work. Moreover, Mr. Velasco was required to work in excess of 6.0 hours on Saturdays, however, Mr. Velasco was not always provided with a meal period on Saturday shifts due to Defendants' meal period policies/practices, which fail to provide for legally compliant first meal periods. Additionally, Defendants failed to provide Mr. Velasco with second meal periods on shifts over 10.0 hours. During at least a portion of the relevant time period, Defendants did not require Mr. Velasco and other aggrieved employees to record their meal periods. Instead, upon information and belief, Defendants automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a full 30-minute compliant meal period. On those occasions when Mr. Velasco was not provided with all legally compliant meal periods to which he was entitled, Defendants failed to compensate Mr. Velasco with the required meal period premium(s) for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7 in the event that a legally compliant meal period was not provided to Mr. Velasco and other aggrieved employees.

Mr. Velasco was not authorized and permitted to take all legally compliant rest periods due to Defendants' rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, Mr. Velasco was not authorized and permitted to take separate rest periods throughout the workday and was only authorized and permitted a single 15 or 20-minute combined rest period at approximately 1:00 p.m. during his 8-hour shifts, in violation of California law. See *Rodriguez v. E.M.E., Inc.* 246 Cal.App.4th 1027 (2016) (holding that in a shift with a single meal period, the preferred schedule requires the provision of a rest period in the middle of each "work period" before and after the meal break, and that "a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule."). Furthermore, despite working in excess of 3.5 hours on Saturdays, Mr. Velasco was not authorized and permitted any off-duty rest periods during these shifts. In the event that a required rest period was not authorized and permitted, Defendants failed to compensate Mr. Velasco with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code Section 226.7 in the event a legally compliant rest period was not provided to Mr. Velasco and other aggrieved employees.

Defendants have also failed to reimburse Mr. Velasco and other aggrieved employees for all necessary business expenses. Specifically, Defendants required Mr. Velasco and other aggrieved employee to use their personal cellular phones to clock in and out of their work shifts using an application called “ExakTime,” and to communicate with managers and/or supervisors, however, Defendants failed to reimburse Mr. Velasco and other aggrieved employees for the costs associated with their cellular phones. Furthermore, Defendants required Mr. Velasco and other aggrieved employees to purchase and/or use their own personal tools in the performance of their job duties, however, Defendants failed to reimburse Mr. Velasco and other aggrieved employees for these business expenses. As a result, Defendants have failed to reimburse Mr. Velasco and other aggrieved employees for expenses incurred in the course of their employment.

As a result of Defendants’ failure to compensate Mr. Velasco and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally, Defendants issued facially deficient wage statements to Mr. Velasco and other aggrieved employees which fail to list the address of the legal entity of the employer in violation of Labor Code § 226(a)(8). As a further result of Defendants’ failure to compensate Mr. Velasco and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay Mr. Velasco and other aggrieved employees all wages owed at the time of their separation of employment with Defendants.

Minimum Wage Violations

Defendants were, and are, required to pay Mr. Velasco and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked, including. *See* Labor Code §§ 1194, 1194.2, 1197, 1198, and Wage Order 16, § 4. As alleged above, Defendants maintained, and continue to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Velasco and other aggrieved employees at least the minimum wage for all hours worked. As a result of these policies/practices, Mr. Velasco and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

Defendants were, and are, required to pay Mr. Velasco and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 510, 558, 1194(a) and 1198; Wage Order 1. Wage Order 16, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and “[d]ouble the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh

(7th) consecutive day of work in a workweek.” As described herein, Defendants caused Mr. Velasco and other aggrieved employees to work overtime and/or double-time hours but did not compensate Mr. Velasco and other aggrieved employees at one and one-half times (or two times) their “regular rate” of pay for such hours.

Meal Period Violations

As alleged above, Defendants failed, and continue to fail, to provide Mr. Velasco and other aggrieved employees with all required and compliant meal periods, due to Defendants’ meal period policies/practices that fail to provide legally compliant meal periods, to Mr. Velasco and other aggrieved employees. *See* Labor Code §§ 226.7, 512, 558, 1198; Wage Order 16, § 10. As a result, Mr. Velasco and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, Defendants have also failed to pay them the premium wages to which aggrieved employees are legally entitled. In addition, as noted above, Defendants have failed to properly record meal periods due to their auto-deduct practices.

Rest Period Violations

Due to its unlawful rest period policies and/or practices, Defendants have failed to authorize and permit Mr. Velasco and other aggrieved employees to take all required rest periods to which they are legally entitled. Wage Order 16, § 11 and California Labor Code §§ 226.7, 516, 558. Despite Defendants’ violations, Defendants have not paid an additional hour of premium pay to Mr. Velasco and other aggrieved employees at their respective regular rates of compensation for each violation in accordance with Labor Code section 226.7. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”).

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Velasco and other aggrieved employees with complete and accurate wage statements with respect to, among other things, their total gross wages earned, total net wages earned, total hours worked, the name and address of the legal entity that is the employer, and amount of paid sick leave time available, in violation of Labor Code §§ 226 *et seq.*, and 246; Wage Order 16, § 7. As a result of Defendants’ failure to pay all minimum and overtime wages and failure to pay all required meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Velasco and other aggrieved employees in violation of Labor Code § 226.

Additionally, Defendants issued facially deficient wage statements which did not list the address of the legal entity that is the employer. Defendants' failure to comply with its wage statement obligations was knowing and intentional, and Mr. Velasco and other aggrieved employees have suffered injury as a result.

Failure to Timely Pay Final Wages

Defendants were, and are, required to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment, pursuant to Labor Code sections 201-202. Defendants failed to timely pay Mr. Velasco and other aggrieved employees all final wages due to them at the time of their separation including, among other things, all overtime and minimum wages owed, and all meal and rest period premium wages. Further, Mr. Velasco is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

Defendants' willful failure to timely pay Mr. Velasco and other aggrieved employees all earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Mr. Velasco and other aggrieved employees are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

Failure to Reimburse Necessary Business Expenses

As alleged herein, Defendants have failed to reimburse Mr. Velasco and other aggrieved employees for expenses incurred in connection with their employment. At all relevant times, Defendants have also been subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State." Due to Defendants' unlawful reimbursement practices, Defendants failed to indemnify Mr. Velasco and other aggrieved employees for all necessary business expenses incurred, including, among other things, the cost purchasing and maintaining tools and cell phone use.

As a proximate result of Defendants' policies and/or practices in violation of Labor Code sections 2802 and 2804, and Wage Order 16, § 8, Mr. Velasco and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802(c). Further, any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Mr. Velasco and other aggrieved employees

are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure, pursuant to Labor Code § 2802(b).

Mr. Velasco is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an “aggrieved employee,” Mr. Velasco will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. As alleged herein, and based on Mr. Velasco’s own investigation and on information and belief, Defendants have committed the following Labor Code violations:

- a. Defendants have violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Velasco and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. Defendants have violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Velasco and other aggrieved employees all overtime and/or double-time compensation earned;
- c. Defendants have violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Velasco and other aggrieved employees;
- d. Defendants have violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Mr. Velasco and other aggrieved employees;
- e. Defendants have violated Labor Code §§ 226 and 246 by failing to furnish Mr. Velasco and other aggrieved employees with accurate and complete itemized wage statements;
- f. Defendants have violated Labor Code §§ 201-203 by failing to pay Mr. Velasco and other aggrieved employees all wages due at the end of their employment;
- g. Defendants violated Labor Code § 204 by failing to pay Mr. Velasco and other aggrieved employees all wages earned at least twice during each calendar month;
- h. Defendants have violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Velasco and other aggrieved employees; and
- i. Defendants have violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Velasco and other aggrieved employees for all necessary expenditures incurred.

LWDA

October 28, 2022

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Pursuant to Labor Code Section 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Pacific Shores Masonry, Inc., c/o California Registered Corporate Agent (individual)
Stephen Lang (agent for service of process) (via certified mail)