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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALAN CARRILLO, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

TCG Construction, Inc., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: CGC-23-603951

[Action Filed: January 11, 2023]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff ALAN CARRILLO (hereinafter “Plaintiff”), on behalf of
3 himself and on behalf of all persons similarly situated, and Defendant TCG CONSTRUCTION,
4 INC. (hereinafter, “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class action lawsuit designated *Alan Carrillo v. TCG*
7 *Construction, Inc.*, San Francisco Superior Court Case No. CGC-23-603951, filed
8 January 11, 2023.
- 9 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
10 Class and PAGA Action and Release of Claims.
- 11 C. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
12 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 13 D. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
14 Class Counsel for the services they have rendered to Plaintiff and the Settlement
15 Class in the Action, currently not to exceed one-third of the Gross Settlement
16 Amount currently estimated to be \$100,000.00 out of \$300,000.00. Attorneys’ fees
17 will be divided between Class Counsel as follows (12.5% to JCL Law Firm, APC,
18 12.5% to Zakay Law Group, APLC, and 75% to Seligson Law P.C.).
- 19 E. “Claims Administration Expenses” shall mean the amount paid to the Settlement
20 Administrator from the Gross Settlement Amount for administering the Settlement
21 pursuant to this Agreement currently estimated not to exceed \$10,000.00.
- 22 F. “Class” or the “Class Members” means all current and former non-exempt employees
23 who worked for TCG Construction Group, Inc. in California any time or times
24 between January 11, 2019, through April 30, 2024 (the “Class Period”), and excluding
25 any persons who are currently represented by counsel and have a civil action pending,
26 and also excluding any persons who opt-out of the class.

- 1 G. "Class Counsel" shall mean Kenneth Seligson of Seligson Law P.C., Jean-Claude
2 Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group,
3 APLC.
- 4 H. "Class Data" means information regarding Class Members that Defendant will in
5 good faith compile from its records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
7 Member's full name; last known address; Social Security Number; start dates and end
8 dates of employment.
- 9 I. "Class Period" means the period of January 11, 2019, through April 30, 2024.
- 10 J. "Class Representative" or "Plaintiff" shall mean Alan Carrillo.
- 11 K. "Court" means the Superior Court for the State of California, County of San
12 Francisco, currently presiding over the Action.
- 13 L. "Defendant" shall mean TCG Construction, Inc.
- 14 M. "Effective Date" means the earliest date, following entry by the Court (or Courts) of
15 an Order (or Orders) and judgment finally approving this Settlement, upon which one
16 of the following have occurred: (i) if no objection is filed to the settlement and no
17 objector appears at the hearing on final approval, the date of the Court's entry of the
18 order granting final approval, (ii) if an objection is filed to the settlement and/or an
19 objector appears at the hearing on final approval, then the earlier of the following: (a)
20 the expiration of all potential appeal periods without a filing of a notice of appeal of
21 the final approval order or judgment, i.e., sixty-six (66) days after the entry of the
22 final approval order and judgment; (b) final affirmance of the final approval order and
23 judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or
24 denial of all such appeals (including any petition for review, rehearing, certiorari,
25 etc.) such that the final approval order and judgment concerning the Actions is no
26 longer subject to further judicial review. If this settlement is approved through
27 motions in both Courts, then Effective Date shall mean the latter of both approvals.
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- 1 N. “Funding Date” shall mean the date by which TCG Construction, Inc. has paid the
2 entire two installments of the Gross Settlement Amount and paid the employer side
3 payroll taxes to the Settlement Administrator in accordance with the terms of this
4 Agreement.
- 5 O. “Gross Settlement Amount” or “GSA” means Three Hundred Thousand Dollars and
6 Zero Cents (\$300,000.00) that TCG Construction, Inc. must pay into the QSF in
7 connection with this Settlement, inclusive of the sum of the Individual Settlement
8 Payments, Claims Administration Expenses, Attorneys’ Fees and Attorneys’
9 Expenses, Service Award, and the PAGA Payment and exclusive of the employer’s
10 share of payroll tax, if any, triggered by any payment under this Settlement.
- 11 P. “Individual Settlement Payment” means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 PAGA Members pursuant to PAGA.
- 14 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
15 Attorneys’ Fees and Attorneys’ Expenses, the Service Award, PAGA Payment, and
16 Claims Administration Expenses.
- 17 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 S. “Operative Complaint” shall mean the Complaint on file in the Action filed on
21 January 11, 2023.
- 22 T. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*
- 24 U. “PAGA Members” or “Aggrieved Employees” means all non-exempt employees who
25 are or previously were employed by TCG Construction, Inc. who performed work in
26 California during the period of October 12, 2021, through April 30, 2024.
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- 1 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each PAGA Member divided by the sum total of the Pay Periods for all PAGA
3 Members during the PAGA Period.
- 4 W. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA
5 Member Payment, as defined herein, means the number of pay periods of employment
6 during the PAGA Period that each PAGA Member worked in California.
- 7 X. "PAGA Period" means the period October 12, 2021, through April 30, 2024.
- 8 Y. "PAGA Payment" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
9 from the Gross Settlement Amount, with 25% of the payment going to the PAGA
10 Members ("PAGA Member Payment") and 75% of the payment going to the Labor
11 and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA
12 Settlement is subject to Court approval pursuant to California Labor Code section
13 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA
14 Settlement will not constitute grounds by either party to void this Agreement, so long
15 as the Gross Settlement Amount remains the same.
- 16 Z. "Parties" means Plaintiff and TCG Construction, Inc., collectively, and "Party" shall
17 mean either Plaintiff or TCG Construction, Inc., individually.
- 18 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
19 by the sum total Workweeks for all Class Members during the Class Period.
- 20 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
21 by the Settlement Administrator to fund the Gross Settlement Amount.
- 22 CC. "Released Class Claims" shall mean all class claims alleged in the operative
23 complaint, or which could have been alleged in the operative complaint based on the
24 facts alleged, which occurred during the Class Period, and expressly excluding all
25 other claims, including claims for vested benefits, wrongful termination,
26 unemployment insurance, disability, social security, workers' compensation, and
27 class claims outside the Class Period. The Released Claims specifically include, but
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are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) Unfair Competition arising from the alleged labor code violations; (2) Unpaid Minimum Wage; (3) Unpaid Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Inaccurate Wage Statements; (7) Late Payment of Wages; (8) Unreimbursed Business Expenses; and (9) all interest, fees, and costs (“Released Claims”). The Released Claims expressly exclude claims for PAGA penalties, which are separately released hereinbelow. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts alleged in any Complaint on file in the Action.

DD. “Released PAGA Claims” shall mean all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims shall include claims for PAGA penalties based on Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

EE. “Released Parties” shall mean Defendant TCG Construction, Inc., as well as any partners, related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers,

1 reinsurers, attorneys and any past, present or future officers, directors and exempt
2 employees) predecessors, successors, and assigns.

3 FF. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
4 Administrator mails Notice Packets to Class Members and the last date on which
5 Class Members may submit requests for exclusion or objections to the Settlement.

6 GG. "Service Award" means an award in the amount of \$10,000 or in an amount that the
7 Court authorizes to be paid to the Class Representative, in addition to his Individual
8 Settlement Payment and his individual PAGA Member Payment, in recognition of his
9 efforts and risks in assisting with the prosecution of the Action and in exchange for
10 executing a General Release of Defendant.

11 HH. "Settlement" means the disposition of the Action pursuant to this Agreement.

12 II. "Settlement Administrator" means ILYM GROUP INC.

13 JJ. "Settlement Class Members" or "Settlement Class" means all Class Members who
14 have not submitted a timely and valid request for exclusion as provided in this
15 Agreement.

16 KK. "Workweeks," for purposes of calculating the distribution of the Net Settlement
17 Amount, means the number of weeks a Class Member performed work during the
18 Class Period for Defendant in California.

19 **II. RECITALS**

20 A. On October 12, 2022, Plaintiff filed a Notice of Violations with the Labor and
21 Workforce Development Agency (LWDA) and served the same on Defendants.

22 B. On January 11, 2023, Plaintiff filed the Action, alleging claims for:

- 23 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*;
- 24 2. Failure to Pay Minimum Wage in Violation of Cal. Labor Code §§ 1194, 1197
25 and 1197.1
- 26 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*;
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4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7, 512 and the Applicable Wage Order);
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7, 512 and the Applicable Wage Order);
6. Failure to Provide Accurate Itemized Wage Statements in Violation Cal. Lab. Code §§ 226 and 226.2;
7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203;
8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab Code § 2802;
9. Violations of PAGA in Violation of Cal. Lab. Code §§ 2698 *et seq.*

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant

1 produced for the purpose of settlement negotiations certain employment data
2 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
3 the assistance of an expert. Based on their own independent investigation and
4 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
5 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
6 light of all known facts and circumstances, including the risks of significant delay,
7 defenses asserted by Defendant, uncertainties regarding class certification, and
8 numerous potential appellate issues. Although it denies any liability, Defendant is
9 agreeing to this Settlement on its behalf and behalf of Defendant solely to avoid the
10 inconveniences and cost of further litigation. The Parties and their counsel have
11 agreed to settle the claims on the terms set forth in this Agreement.

12 F. On January 30, 2024, the Parties participated in mediation with Jason Marsili, Esq.,
13 of Marsili Mediation, an experienced mediator of wage and hour class and PAGA
14 actions. The mediation concluded with a settlement, which was subsequently
15 memorialized in the form of a Memorandum of Understanding.

16 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
17 other agreements, understandings, or representations between the Parties. This
18 Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or will be construed as an admission by
20 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
21 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
22 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
23 have merit.

24 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
25 Settlement was arrived at through arm's-length negotiations, considering all relevant
26 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
27 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
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1 settle, compromise and discharge all disputes and claims arising from or relating to
2 the Action fully, finally, and forever.

3 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
4 for any reason the settlement does not become effective, Defendant reserves the right
5 to contest certification of any class for any reason and reserves all available defenses
6 to the claims in the Action.

7 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendant.

10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendant shall pay a Gross
12 Settlement Amount of Three Hundred Thousand Dollars and Zero Cents
13 (\$300,000.00), which shall be inclusive of the following: the sum of the
14 Individual Settlement Payments, the Service Award, the Attorneys' Fees, and
15 Attorneys' Expenses, PAGA Payment, and the Claims Administration
16 Expenses, as specified in this Agreement. The Parties agree that this is a non-
17 reversionary Settlement and that no portion of the Settlement Amount shall
18 revert to Defendant. Other than Defendant's share of employer payroll taxes
19 and/or pursuant to Paragraph III.A.3 below, Defendant shall not be required
20 to pay more than the Settlement Amount.

21 2. Payment of the Settlement Amount. Defendant shall fund the Settlement
22 Amount in two installments. The first payment shall be payable within the
23 later of sixty (60) days after Final Approval, or January 30, 2025, whichever
24 is later, and the second payment shall be due six months thereafter by
25 transferring the installments of the Settlement Amount via wire transfer to the
26 Settlement Administrator.

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1 3. Class Size. Defendant represents that the Settlement Class was comprised of
2 124 individuals who collectively worked approximately 5,000 workweeks
3 from January 11, 2019, through earlier of granting of the preliminary approval
4 motion by the Court or April 30, 2024. Should the actual number of
5 workweeks worked by the Class Members exceed 5,000 by more than 10%,
6 the Parties shall agree to modify the end date of the class period and PAGA
7 period to the pay period on which the workweek count exceeded 5,500
8 workweeks. However, in the alternative, the Parties may also agree to
9 renegotiate the monetary term of this settlement based on changed
10 circumstances.

11 4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes in
12 addition to the Gross Settlement Amount and shall be funded separately from
13 the Gross Settlement Amount.

14 B. Release by Settlement Class Members. As of the Effective Date, Plaintiff and the
15 Settlement Class Members release the Released Parties from the Released Class
16 Claims for the Class Period.

17 C. Release by the PAGA Members. As of the Effective Date, the Plaintiff acting on behalf
18 of the LWDA and the State of California, shall release the Released Parties from the
19 Released PAGA Claims for the PAGA Period.

20 D. Conditions Precedent. This Settlement will become final and effective only upon the
21 occurrence of all of the following events:

- 22 1. The Court enters an order granting preliminary approval of the Settlement;
- 23 2. The Court enters an order granting final approval of the Settlement and a Final
24 Judgment;
- 25 3. If an objector appears at the final approval hearing, the time for appeal of the
26 Final Judgment and Order Granting Final Approval of Class Action
27 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
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any appeal from the Judgment and Order Granting Final Approval of Class
Action Settlement; and

E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. 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 any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
4. Defendant will bear only its share of the already-accrued costs of the settlement administrator.

F. Termination. Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date the Court enters final approval if 10.00% or more of Class Members timely and validly opt out of the Settlement. Defendant must make such election within fifteen (15) business days of being notified by the Settlement Administrator of a 10.00% or greater opt-out rate.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the

1 event that this Settlement is not approved by the Court, fails to become effective, or is
2 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
3 Defendant from obtaining a complete resolution of the Released Claims, the
4 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
5 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or procedural.

7 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments called for, and Class Members and/or PAGA Members are not
9 relying on any statement or representation by the Parties in this regard. Class Members
10 and/or PAGA Members understand and agree that they will be responsible for the
11 payment of any taxes and penalties assessed on the Individual Settlement Payments
12 and/or PAGA Members' individual shares of the PAGA Member Payment described
13 and will be solely responsible for any penalties or other obligations resulting from their
14 personal tax reporting of Individual Settlement Payments and/or PAGA Members'
15 individual shares of the PAGA Member Payment.

16 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
17 the "acknowledging party" and each Party to this Agreement other than the
18 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
19 of this Agreement, and no written communication or disclosure between or among the
20 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
21 such communication or disclosure constitute or be construed or be relied upon as, tax
22 advice within the meaning of United States Treasury Department circular 230 (31 CFR
23 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
24 her or its own, independent legal and tax counsel for advice (including tax advice) in
25 connection with this Agreement, (b) has not entered into this Agreement based upon
26 the recommendation of any other Party or any attorney or advisor to any other Party,
27 and (c) is not entitled to rely upon any communication or disclosure by any attorney
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1 or adviser to any other party to avoid any tax penalty that may be imposed on the
2 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
3 any limitation that protects the confidentiality of any such attorney's or adviser's tax
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by
5 the acknowledging party of the tax treatment or tax structure of any transaction,
6 including any transaction contemplated by this Agreement.

7 J. Preliminary Approval Motion. Within sixty (60) calendar days of execution of this
8 Agreement or as soon as reasonably possible, Class Counsel shall draft and file with
9 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
10 which shall include this Settlement Agreement. Plaintiff will provide Defendant's
11 counsel with a draft of the Motion at least five (5) business days prior to the filing of
12 the Motion to give Defendant an opportunity to propose changes or additions to the
13 Motion.

14 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
15 establishing and administering the QSF; calculating, processing and mailing payments
16 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
17 mailing the Notice Packets to the Class Members as directed by the Court; receiving
18 and reporting the objections and requests for exclusion; calculating, deducting and
19 remitting all legally required taxes from Individual Settlement Payments and
20 distributing tax forms for the Wage Portion, the Penalties Portion, and the Interest
21 Portion of the Individual Settlement Payments and/or PAGA Members' individual
22 shares of the PAGA Member Payment; processing and mailing tax payments to the
23 appropriate state and federal taxing authorities; providing declaration(s) as necessary
24 in support of preliminary and/or final approval of this Settlement; and other tasks as
25 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
26 The Settlement Administrator shall keep the Parties timely apprised of the performance
27 of all Settlement Administrator responsibilities by among other things, sending a
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1 weekly status report to the Parties' counsel stating the date of the mailing, the of
2 number of Elections Not to Participate in Settlement it receives (including the numbers
3 of valid and deficient), and number of objections received.

4 L. Notice Procedure.

5 1. Class Data. No later than thirty (30) calendar days after the Preliminary
6 Approval Date, Defendant shall provide the Settlement Administrator with the
7 Class Data for purposes of preparing and mailing Notice Packets to the Class
8 Members.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement
11 in a form substantially similar to the form attached as **Exhibit A**. The
12 Notice of Class Action Settlement shall inform Class Members and
13 PAGA Members that they need not do anything in order to receive an
14 Individual Settlement Payment and/or PAGA Members' individual
15 shares of the PAGA Member Payment and to keep the Settlement
16 Administrator apprised of their current mailing address, to which the
17 Individual Settlement Payments and/or PAGA Members' individual
18 shares of the PAGA Member Payment will be mailed following the
19 Funding Date. The Notice of Class Action Settlement shall set forth
20 the release to be given by all members of the Class who do not request
21 to be excluded from the Settlement Class and/or PAGA Members in
22 exchange for an Individual Settlement Payment and/or PAGA
23 Members' individual shares of the PAGA Member Payment, the
24 number of Workweeks worked by each Class Member during the
25 Class Period and PAGA Period, if any, and the estimated amount of
26 their Individual Settlement Payment if they do not request to be
27 excluded from the Settlement and each PAGA Members' share of the
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PAGA Member Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the PAGA Class Members that they will release the Released PAGA Claims and will receive their share of the PAGA Member Payment regardless of whether they request to be excluded from the Settlement.

- b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. 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.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name,

1 address and/or Social Security number of the Class Member involved, and
2 shall then perform a re-mailing, if another mailing address is identified by the
3 Settlement Administrator. In addition, if any Notice Packets, which are
4 addressed to Class Members who are currently employed by Defendant, are
5 returned to the Settlement Administrator as non-delivered and no forwarding
6 address is provided, the Settlement Administrator shall notify Defendant.
7 Defendant will request that the currently employed Class Member provide a
8 corrected address, and transmit to the Administrator any corrected address
9 provided by the Class Member. Class Members who received a re-mailed
10 Notice Packet shall have their Response Deadline extended fifteen (15) days
11 from the original Response Deadline.

12 5. Disputes Regarding Individual Settlement Payments. Class Members will
13 have the opportunity, should they disagree with Defendant’s records regarding
14 the start and end dates of employment to provide documentation and/or an
15 explanation to show contrary dates. If there is a dispute, the Settlement
16 Administrator will consult with the Parties to determine whether an
17 adjustment is warranted. The Settlement Administrator shall determine the
18 eligibility for, and the amounts of, any Individual Settlement Payments under
19 the terms of this Agreement. The Settlement Administrator’s determination
20 of the eligibility for and amount of any Individual Settlement Payment shall
21 be binding upon the Class Member and the Parties.

22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
23 by the Settlement Administrator concerning the administration of the
24 Settlement will be resolved by the Court under the laws of the State of
25 California. Defendant’ records will be presumptively determinative in any
26 dispute over entitlement to payment or over membership in the Class. Before
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1 any such involvement of the Court, counsel for the Parties will confer in good
2 faith to resolve the disputes without the necessity of involving the Court.

3 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
4 Packet shall state that Class Members who wish to exclude themselves from
5 the Settlement must submit a signed copy of the Request for Exclusion form
6 to the Settlement Administrator by the Response Deadline. A Request for
7 Exclusion form will be mailed together with the Notice Packet to all Class
8 Members. The Request for Exclusion will not be valid if it is not timely
9 submitted, if it is not signed by the Class Member, or if it does not contain the
10 name and address and last four digits of the Social Security number of the
11 Class Member. The date of the postmark on the mailing envelope or fax stamp
12 on the Request for Exclusion shall be the exclusive means used to determine
13 whether the request for exclusion was timely submitted. Any Class Member
14 who submits a timely Request for Exclusion shall be excluded from the
15 Settlement Class will not be entitled to an Individual Settlement Payment and
16 will not be otherwise bound by the terms of the Settlement or have any right
17 to object, appeal or comment thereon. However, any Class Member that
18 submits a timely Request for Exclusion that is also an PAGA Member will
19 still receive his/her pro rata share of the PAGA Member Payment, as specified
20 below, and in consideration, will be bound by the Release by the PAGA
21 Members as set forth herein. Settlement Class Members who fail to submit a
22 valid and timely Request for Exclusion on or before the Response Deadline
23 shall be bound by all terms of the Settlement and any final judgment entered
24 in this Action if the Settlement is approved by the Court. No later than
25 fourteen (14) calendar days after the Response Deadline, the Settlement
26 Administrator shall provide counsel for the Parties with a final list of the Class
27 Members who have timely submitted timely Requests for Exclusion.

1 8. Objections. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to object to the Settlement
3 may submit to the Settlement Administrator a written statement of objection
4 (“Notice of Objection”) by the Response Deadline. The postmark date of
5 mailing shall be deemed the exclusive means for determining that a Notice of
6 Objection was served timely. The Notice of Objection, if in writing, must be
7 signed by the Settlement Class Member and state: (1) the case name and
8 number; (2) the name of the Settlement Class Member; (3) the address of the
9 Settlement Class Member; (4) the last four digits of the Settlement Class
10 Member’s Social Security number; (5) the basis for the objection; and (6) if
11 the Settlement Class Member intends to appear at the Final
12 Approval/Settlement Fairness Hearing. Class Members who fail to make
13 objections in writing in the manner specified above may still make their
14 objections orally at the Final Approval/Settlement Fairness Hearing with the
15 Court’s permission. Settlement Class Members will have a right to appear at
16 the Final Approval/Settlement Fairness Hearing to have their objections heard
17 by the Court regardless of whether they submitted a written objection. At no
18 time shall any of the Parties or their counsel seek to solicit or otherwise
19 encourage Class Members to file or serve written objections to the Settlement
20 or appeal from the Order and Final Judgment. Class Members who submit a
21 written request for exclusion may not object to the Settlement. Class Members
22 may not object to the PAGA Payment.

23 M. Funding and Allocation of the Settlement Amount. Defendant is required to pay the
24 Settlement Amount plus any employer’s share of payroll taxes as mandated by law
25 within the time specified hereinabove.

26 1. Calculation of Individual Settlement Payments. Individual Settlement
27 Payments shall be paid from the Net Settlement Amount and shall be paid
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pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks during the Class Period for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the PAGA Members. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the "PAGA Payment Ratio" for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by the PAGA Member Payment to calculate each PAGA Member's estimated share of the PAGA Member Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be apportioned as follows: 10% as payment for alleged unpaid wages, 90% as alleged unpaid interest and civil and statutory penalties. The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued

1 by the Settlement Agreement. Plaintiff and each Settlement Class Member
2 bear the full responsibility for payment of any taxes or withholding that are
3 found to be owed from the Individual Class Payment.

4 4. Allocation of PAGA Member Payments. For tax purposes, PAGA Member
5 Payments shall be allocated and treated as 100% penalties and shall be
6 reported on IRS Form 1099. Payroll tax withholdings and deductions will not
7 be withheld from these Individual PAGA Member Payments. Plaintiff and
8 each PAGA Member bears the full responsibility for payment of any taxes or
9 withholding that are found to be owed from the PAGA Member Payments.

10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 individual shares of the PAGA Member Payment made to Settlement Class
12 Members and/or PAGA Members under this Settlement Agreement, as well
13 as any other payments made pursuant to this Settlement Agreement, will not
14 be utilized to calculate any additional benefits under any benefit plans to
15 which any Class Members may be eligible, including, but not limited to profit-
16 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
17 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
18 Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Class Members may be entitled under
20 any benefit plans.

21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Member Payment
26 provided for in this Settlement agreement are the sole payments to be made by
27 Defendant to Settlement Class Members and/or PAGA Members in connection
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1 with this Settlement Agreement, with the exception of Plaintiff, and that the
2 Settlement Class Members and/or PAGA Members are not entitled to any new
3 or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and/or their shares of the PAGA Member
5 Payment.

6 7. Mailing. Individual Settlement Payments and individual shares of the PAGA
7 Member Payment shall be mailed by regular First-Class U.S. Mail to
8 Settlement Class Members' and/or PAGA Members' last known mailing
9 address no later than fifteen (15) business days after the Funding Date.

10 8. Expiration. Any checks issued to Settlement Class Members and PAGA
11 Members shall remain valid and negotiable for one hundred and eighty (180)
12 days from the date of their issuance. If a Settlement Class Member and/or
13 PAGA Member does not cash his or her settlement check within 90 days, the
14 Settlement Administrator will send a letter to such persons, advising that the
15 check will expire after the 180th day, and invite that Settlement Class Member
16 and/or PAGA Members to request reissuance in the event the check was
17 destroyed, lost or misplaced. In the event an Individual Settlement Payment
18 and/or PAGA Members' individual share of the PAGA Member Payment
19 check has not been cashed within one hundred and eighty (180) days, all funds
20 represented by such uncashed checks, plus any interest accrued thereon, shall
21 revert to the State of California Unclaimed Property Fund.

22 9. Service Award. In addition to the Individual Settlement Payment and his
23 individual share of the PAGA Member Payment to be paid to Plaintiff,
24 Plaintiff will apply to the Court for an award of not more than \$10,000.00, as
25 the Service Award. Defendant will not oppose a Service Award of not more
26 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
27 Service Award, either in the amount stated herein if approved by the Court or
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1 some other amount as approved by the Court, to Plaintiff from the Gross
2 Settlement Amount no later than fifteen (15) business days after the Funding
3 Date. Any portion of the requested Service Award that is not awarded to the
4 Class Representative shall be part of the Net Settlement Amount and shall be
5 distributed to Settlement Class Members as provided in this Agreement. The
6 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
7 for his Service Award. Plaintiff shall be solely and legally responsible to pay
8 any and all applicable taxes on her Service Award and shall hold harmless the
9 Released Parties from any claim or liability for taxes, penalties, or interest
10 arising as a result of the Service Award. The Service Award shall be in
11 addition to Plaintiff’s Individual Settlement Payment as a Settlement Class
12 Member. Approval of this Settlement shall not be conditioned on Court
13 approval of the requested amount of the Service Award. If the Court reduces
14 or does not approve the requested Service Award, Plaintiff shall not have the
15 right to revoke the Settlement, and it will remain binding.

- 16 10. Attorneys’ Fees and Attorneys’ Expenses. Defendant understands Class
17 Counsel will file a motion for Attorneys’ Fees not to exceed one-third of the
18 Gross Settlement Amount currently estimated to be \$100,000.00 *and*
19 Attorneys’ Expenses supported by Class Counsel’s billing statement not to
20 exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Any
21 awarded Attorneys’ Fees and Attorneys’ Expenses shall be paid from the
22 Gross Settlement Amount. Any portion of the requested Attorneys’ Fees
23 and/or Attorneys’ Expenses that are not awarded to Class Counsel shall be
24 part of the Net Settlement Amount and shall be distributed to Settlement Class
25 Members as provided in this Agreement. The Settlement Administrator shall
26 allocate and pay the Attorneys’ Fees to Class Counsel from the Gross
27 Settlement Amount no later than Fifteen (15) calendar days after the Funding
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1 Date. Class Counsel shall be solely and legally responsible to pay all
2 applicable taxes on the payment made pursuant to this paragraph. The
3 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
4 Counsel for the payments made pursuant to this paragraph. If the Court
5 reduces or does not approve the requested Attorneys’ Fees, or Attorneys’
6 Expenses, Plaintiff and Class Counsel shall not have the right to revoke the
7 Settlement, or to appeal such order, and the Settlement will remain binding.

8 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from
9 the Gross Settlement Amount for settlement of claims for civil penalties under
10 the Private Attorneys General Act of 2004 (“PAGA Penalties”). The
11 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
12 Settlement (\$15,000) to the California Labor and Workforce Development
13 Agency no later than fifteen (15) calendar days after the Effective Date
14 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
15 Settlement (\$5,000) will be distributed to the PAGA Members as described in
16 this Agreement (hereinafter “PAGA Member Payment”). For purposes of
17 distributing the PAGA Member Payments to the PAGA Members, each
18 PAGA Member shall receive their pro-rata share of the PAGA Member
19 Payment using the PAGA Payment Ratio as defined above.

20 12. Claims Administration Expenses. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement
22 Amount. The estimate of the Administration Costs is \$10,000.00. The
23 Settlement Administrator shall be paid the Claims Administration Expenses
24 no later than fifteen (15) calendar days after the Funding Date.

25 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
26 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
27 twenty-eight (28) days following the expiration of the Response Deadline, which
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1 motion shall request final approval of the Settlement and a determination of the
2 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
3 Expenses, the PAGA Payment, and the Claims Administration Expenses. The Parties
4 agree that the proposed judgment submitted to the Court in connection with the
5 motion for final approval shall include language entering judgment on Plaintiff's
6 Operative Complaint in its entirety, with prejudice, subject to Court approval.
7 Plaintiff will provide Defendant's counsel with a draft of the Motion at least 5
8 business days prior to the filing of the Motion to give Defendant an opportunity to
9 propose changes or additions to the Motion.

10 1. Declaration by Settlement Administrator. No later than seven (7) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average Individual Settlement Payment and highest Individual
17 Settlement Payment, the Claims Administration Expenses, and any other
18 information as the Parties mutually agree or the Court orders the Settlement
19 Administrator to provide.

20 2. Final Approval Order and Judgment. Class Counsel shall present an Order
21 Granting Final Approval of Class Action Settlement to the Court for its
22 approval, and Judgment thereon, at the time Class Counsel files the Motion
23 for Final Approval.

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
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1 will cooperate with each other and use their best efforts to obtain the Court's approval
2 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
3 Judgment.

4 O. Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts to finalize the Settlement, and to use any other efforts that may be
6 necessary by order of the Court, or otherwise, to effectuate the Settlement.

7 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
8 except such proceedings necessary to implement and complete the Settlement, pending
9 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

10 Q. Amendment or Modification. This Agreement may be amended or modified only by
11 a written instrument signed by counsel for all Parties or their successors-in-interest.

12 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
13 Agreement among these Parties, and no oral or written representations, warranties or
14 inducements have been made to any Party concerning this Agreement or its Exhibit
15 other than the representations, warranties and covenants contained and memorialized
16 in this Agreement and its Exhibit.

17 S. Notice of Settlement to the LWDA. Plaintiff is responsible for timely filing a notice of
18 claim and notice of settlement with the LWDA.

19 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate
21 this Agreement and to take all appropriate Action required or permitted to be taken by
22 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
23 documents required to effectuate the terms of this Agreement. The persons signing
24 this Agreement on behalf of Defendant represents and warrants that he/she is
25 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
26 warrants that she is authorized to sign this Agreement and that she has not assigned
27 any claim, or part of a claim, covered by this Settlement to a third-party.
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- 1 U. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 X. Counterparts. This Agreement may be executed in one or more counterparts by
16 facsimile, electronic signature, or email which for purposes of this Agreement shall be
17 accepted as an original. All executed counterparts and each of them shall be deemed
18 to be one and the same instrument. Any executed counterpart will be admissible in
19 evidence to prove the existence and contents of this Agreement.
- 20 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
21 is a fair, adequate and reasonable settlement of this Action and have arrived at this
22 Settlement after extensive arms-length negotiations, taking into account all relevant
23 factors, present and potential.
- 24 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
25 respect to the interpretation, implementation and enforcement of the terms of this
26 Agreement and all orders and judgments entered in connection therewith, and the
27 Parties and their counsel submit to the jurisdiction of the Court for purposes of
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1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

3 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

7 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
8 intend to pursue any claims against the Released Parties, including, but not limited to,
9 any and all claims relating to or arising from Plaintiff's employment with Defendant,
10 regardless of whether Class Counsel is currently aware of any facts or legal theories
11 upon which any claims or causes of action could be brought against Released Parties,
12 including those facts or legal theories alleged in the Operative Complaint in this
13 Action. The Parties further acknowledge, understand and agree that this representation
14 is essential to the Agreement and that this Agreement would not have been entered
15 into were it not for this representation.

16 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this settlement only.

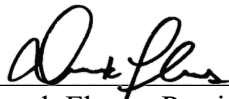
18 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendant.
20 Defendant claims that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement and no documents referred to and no action taken to carry out this
23 Agreement may be construed or used as an admission by or against the Defendant or
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
25 than as may be specifically set forth herein, each Party shall be responsible for and
26 shall bear its/his own attorney's fees and costs.

1 EE. Attorneys' Fees and Costs. In the event of any default or breach of this Settlement
2 Agreement by the Defendant, the Class Members, individually or collectively, and the
3 Plaintiff, may bring an action to enforce the terms of this Settlement Agreement. If the
4 Class Members or the Plaintiff prevail in such an enforcement action, they shall be
5 entitled to recover their reasonable attorneys' fees and costs incurred in bringing and
6 prosecuting the enforcement action.

7
8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

9 DATED: 16/09/24 
Alan Carrillo (Sep 16, 2024 09:46 PDT)
10 Alan Carrillo

11 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

12
13 DATED: 9/12/2024 
Derek Flores, President
14 TCG Construction, Inc.

15
16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17
18 DATED: 24/09/16 SELIGSON LAW
19 By: Kenneth Seligson
20 Attorneys for Plaintiff and the Settlement Class
21 Members and PAGA Members

22
23 DATED: 16/09/24 ZAKAY LAW GROUP, APLC
24 By: 
Shani Zakay (Sep 16, 2024 12:16 PDT)
25 Attorneys for Plaintiff and the Settlement Class
26 Members and PAGA Members

27
28 DATED: 24/09/16 JCL LAW FIRM, APC

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By: 
Claude Lapuyade (Sep 16, 2024 10:59 PDT)

Attorneys for Plaintiff and the Settlement Class
Members and PAGA Members

DATED: 9/13/2024

GORDON & REESE SCULLY MANSUKHANI, LLP

By: 
Mollie M. Burks
Sat Sang S. Khalsa
Matthew A. Mallet
Attorneys for Defendant

4828-2706-0977, v. 1

Carrillo - Settlement Agreement (Final for Signature)

Final Audit Report

2024-09-16

Created:	2024-09-16
By:	Kenneth Seligson (ken@seligsonlaw.com)
Status:	Signed
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"Carrillo - Settlement Agreement (Final for Signature)" History

-  Document created by Kenneth Seligson (ken@seligsonlaw.com)
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-  Document emailed to Shani Zakay (shani@zakaylaw.com) for signature
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-  Document emailed to Alan Carrillo (alancarr510@gmail.com) for signature
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 Agreement completed.
2024-09-16 - 7:16:15 PM GMT



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