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Attorneys for Plaintiff, on a representative basis and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ESTEBAN ALDANA, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

CORESLAB STRUCTURES (L.A.) INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2300287
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing
Date: July 12, 2024
Time: 8:30 a.m.
Dept: 1

Complaint filed: January 19, 2023

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 300 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, Los Angeles Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former nonexempt (hourly paid) employees employed by Defendant Coreslab Structures (L.A.) Inc in California at any time during the Class Period of January 19, 2019, through February 2, 2024.

8. As set forth in the Declaration of Joseph Flood on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$432,495.85, after the deductions set forth in the chart below:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 775,000.00
Attorneys' Fees (1/3)	\$ 258,333.33
Litigation Costs	\$ 17,670.82
Administrator Costs	\$ 9,000.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 432,495.85

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was very successful, as 100% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, as 99.3% of the Class participated in the Settlement and there were no objections.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all but two Class Members elected to participate and no objections were submitted, the presumption of fairness is justified.

1 13. I believe that the settlement is fair, reasonable and adequate, and in the best
2 interests of the Class, given the litigation risks and delay inherent in further litigation and
3 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
4 submitted in support thereof, Defendant vigorously challenged Plaintiff's claims, and Plaintiff
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendant's business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties took into account the
12 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
13 parties determined that it is desirable and beneficial to both the Class and Defendant that this
14 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL AND**
18 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

19 14. As set forth above, I have handled over 300 class and representative actions. I
20 have been appointed as class counsel and have successfully resolved approximately half of those
21 cases (while many are ongoing and will successfully resolve in the future) while recovering
22 hundreds of millions of dollars for my clients and Class Members. This is substantially better
23 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
24 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
25 found that only one-third of class actions are successful, compared to two-thirds that are defeated
26 and result in no payment to the class members.¹

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 15. When this case was taken on a contingency fee basis, with my firm agreeing to
2 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
3 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
4 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
8 Agreement, Class Counsel is seeking a fee of \$258,333.33, which is one-third of the Settlement
9 Amount.

10 17. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a upward adjusted common fund settlement amount of \$775,000.00 on behalf of 457
13 Participating Class Members, who will receive approximately \$940.21 each on average and up to
14 a maximum of \$5,635.44 for those employees that worked the longest during the Class Period.
15 This is a very good result, especially in light of the disputed nature of the claims alleged. This
16 result was achieved by the work and success of my office, who negotiated the settlement after
17 extensive preparation, investigation, mediation, and substantial work thereafter.

18 18. Second, Plaintiff faced significant risks going forward with the litigation. As
19 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
20 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
21 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
22 going forward with this litigation, and it would have taken several more years to realize any
23 recovery in this action along with the possibility of post-trial appeals.

24 19. Third, Class Counsel are experienced class action litigators. This experience and
25 expertise, combined with the high quality of work performed in this case, resulted in the
26 settlement achieved in this case.

27 20. Fourth, Class Counsel has been representing Plaintiff strictly on a contingency fee
28 basis. To that end, we have incurred the risk of non-recovery after investing a substantial

1 amount of time, money, and resources, and have done so since the inception of this case without
2 any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing,
3 and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a
4 small firm. While some cases result in a positive lodestar and some in a negative lodestar like
5 this case, if, despite these hardships and risks, the best my office could hope for is merely to be
6 paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious
7 risks we face when litigating contingency fee cases, and would not be incentivized to take on
8 similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end
9 with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no
10 fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-preemption,
11 being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third
12 of class actions are successful, compared to two-thirds that are defeated and result in no payment
13 to the class members.

14 21. As exemplified by the contingent nature of high risk class action litigation, I can
15 further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c)
16 an individual settlement in lieu of a class recovery, as demonstrated below:

17 **Sample of Cases with Zero Recovery for Class Counsel**

18 The following is a small sample of cases in which Plaintiff's Counsel have received zero
19 recovery on class/PAGA cases due to the company's financial condition.

20 • Heavily litigated Class/PAGA action that Class Counsel certified as a class,
21 prevailed on summary adjudication, fully prepared for trial and one day before the start of trial,

22 ***Defendant filed for bankruptcy, resulting in complete loss of attorneys fees and all costs***
23 ***advanced*** (*Garza v. Quality Conversation*, San Bernardino Superior Court Case No.
24 CIVDS1506788);

25 • Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all***
26 ***fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No. RIC1723054,
27 and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927);

28 • ***Class Counsel have been forced to dismiss class and PAGA cases without any***

1 *compensation or reimbursement of fees or costs due to the financial condition of Defendant,*
2 *(Cox v. NurseLoop, San Bernardino Superior Court Case No. CIVSB2225440; Joyce v. GES*
3 *Distribution, Riverside Superior Court Case No. RIC1905739).*

4 • Of course, there is also the reality that a Defendant may prevail on the merits,
5 whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely.
6 Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to
7 have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing
8 the fee and cost award and resulting in no recovery of fees or costs.

9 **Sample of Cases with Zero Recovery for Class Counsel**

10 Even when my office achieves a settlement and what appears to be a “favorable”
11 outcome, there are countless times when the fees requested by my firm still result in a *large*
12 *negative attorney fee multiplier*, including the following examples:

13 • **Negative 20.0 multiplier:** In *Carr v. Edible Arrangements*, San Bernardino
14 Superior Court, Class Counsel has litigated the case for over **5 years** with 1,000 plus hours in
15 attorney time, leading to the class certification in favor of Plaintiff. Despite all the work invested
16 into the matter, including preparing for trial, a financial review confirmed that Defendant could
17 only fund a \$100,000 settlement, resulting in a mere \$33,000 fee and a **-20.0 negative multiplier**

18 • **Negative 4.26 multiplier:** In *Pompa v. Landforce*, San Bernardino Superior Court
19 Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and obtained class
20 certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a
21 negative 4.26 multiplier for Class Counsel due to financial condition;

22 • **Negative 4.24 multiplier:** In *Sacks v. Natural Energy*, San Bernardino Superior
23 Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative 4.24
24 multiplier for Class Counsel due to financial condition;

25 • **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case
26 No. RIC2002410, Class Counsel’s lodestar was nearly the same amount as the gross settlement
27 amount – thus, resulting in a negative 2.85 multiplier.

1 **Class/PAGA Cases Converted to Small Individual Settlements**

2 There are also many situations when my office is forced to convert matters into small
3 individual settlements (and therein lose substantial attorneys fees) for a variety of reasons,
4 including due the financial constraints of a defendant, or because a company may engage in a
5 “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant
6 engages in a reverse auction and settles a class/PAGA case with another firm that will take less
7 (i.e., cherry picking), thereby cutting off Class Counsel’s recovery. There are indeed numerous
8 examples of this occurring that result in an individual settlement, thereby causing my office to
9 bear the burden of a loss in attorneys’ fees.

10 22. Fifth, the request for attorney’s fees in the amount of one-third of the common
11 fund falls well within the norms accepted by state and federal courts in California in comparable
12 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
13 recovery under the common fund doctrine was approved by the California Supreme Court in
14 *Laffitte, supra*, 1 Cal.5th 480, 503.

15 23. For all of the above reasons, a common fund fee award here in the amount of one-
16 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

17 24. At my office, this case was primarily handled by Peter Carlson while I performed
18 the role of the supervising attorney. Mr. Carlson’s experience is set forth in his declaration, but
19 in sum, he works exclusively with me on employment law matters and has been in practice for
20 10 years. He bills at the hourly rate of \$600/hour. I have been in practice for 23 years, with
21 most of those years handling complex litigation and for over the last 15 years, my practice has
22 almost entirely consisted of handling class action wage and hour matters. My billing rate is
23 \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle
24 complex class action litigation, if not somewhat lower.

25 25. Class Counsel’s requested rates are reasonable under the Laffey Matrix
26 (www.laffeymatrix.com) which indicates that the benchmark rate for an attorney with 20+ years
27 of experience (such as Mr. Mankin) is \$914, while the rate for attorneys with 8-10 years of
28 experience (such as Ms. Carlson) is \$672. Moreover, the Wolters Kluwer 2017 Real Rate Report

(“Real Rate Report”) provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data: 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. (See Wolters Kluwer’s ELM Solutions, Inc., 2017 Real Rate Report). The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area, which is based on billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that: (a) the rates for partners in Los Angeles is between \$640 and \$869.75 per hour for the middle and upper quartiles, and (b) the rates for associates in Los Angeles is between \$478.74 and \$638.97 for the median and upper quartiles. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms. These numbers are not surprising given that a 4-year-old article in the National Law Journal stated that in **2014** partners in Los Angeles charge an average of \$665, while the average associate rate is \$401. (Sloan, \$1,000 Per Hour Isn’t Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow (2014) Nat. Law Journal). ²

26. The table below includes a summary of the hours worked, plus additional hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter. The actual aggregated lodestar between the attorneys that worked on this case is approximately \$214,795. This results in a fair and reasonable multiplier of only 1.2, as summarized in the following table:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (23 Years)	\$775	97³	\$75,175

² The article notes that at Irell & Manella, the average partner rate is \$890/hr; Mannatt, Phelps & Phillips is \$740/hr; O’Melveny & Meyers is \$715/hr; and Jeffer Mangels Butler & Mitchell is \$690/hr. *Id.*

³ Includes an estimated 15 hours of additional work preparing for and attending the hearing, as well as 20 hours in anticipated work to be performed after the final approval, particularly in light of the payment plan, as it will require considerable more work with counsel, administrator, and Class Members.

Peter Carlson <i>Senior Associate</i> (10 Years)	\$600	232.7	\$139,620
Grand Total for All Attorneys			\$214,795

27. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

28. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be \$17,670.82, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit "C"). Since the Settlement Agreement provided for capped costs up to \$20,000, the savings will be placed in the Net Settlement Amount for distribution to the Participating Class Members. Defendant does not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARDS

29. I also believe that the service award of \$7,500 to the Class Representative is fair and warranted. He came forward and worked directly with my office in analyzing the claims and documents, providing valuable information. (See his declaration for supporting information.) Indeed, his participation was an essential element of Defendant's desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiff also took on various risks, including the risk that he could have been ordered to pay Defendant's costs if he lost and the risk of retaliation and being black-balled in the industry. Defendant does not oppose the requested service awards.

SUBMISSION TO THE LWDA

30. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (See Exhibit "D").

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32. A true and correct copy of the Order granting preliminary approval is attached hereto as Exhibit “B.”

34. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit "D."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 18, 2024, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ESTEBAN ALDANA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

CORESLAB STRUCTURES (L.A.) INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2300287
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**CLASS AND PAGA SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Esteban Aldana, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendant Coreslab Structures (L.A.) Inc.,
4 and is approved by their respective counsel of record, subject to the terms and conditions hereof
5 and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Aldana v. Coreslab*
8 *Structures (L.A.) Inc.*, Riverside County Superior Court, Case No. CVRI2300287.

9 2. "Aggrieved Employee(s)" means all current and former nonexempt (hourly paid)
10 employees employed by Defendant in California during the PAGA Period.

11 3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
12 Action and PAGA Settlement Agreement and Release of Claims.

13 4. "Class" is defined all current and former nonexempt (hourly paid) employees
14 employed by Defendant in California at any time during the Class Period.

15 5. "Class Member(s)" refers to individual members of the Class.

16 6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
17 Lauby LLP.

18 7. "Class Data" means a complete list that Defendant will diligently and in good
19 faith compile from their records and provide to the Settlement Administrator on one spreadsheet
20 which shall include, for each Class Member: the individual's full name; last known address;
21 Social Security Number; total Weeks Worked during the PAGA Period and the Class Period.

22 8. "Class Period" is deemed to be any time during the period of January 19, 2019,
23 through February 2, 2024.

24 9. "Class Representative" or "Plaintiff" means and refers to Plaintiff Esteban
25 Aldana.

26 10. "Complaint" refers to the operative first amended complaint, which pleads class
27 action and PAGA representative claims.

28 11. "Court" (or "Judge") means the California Superior Court, County of Riverside.

- 1 12. “Defendant” means and refers to Defendant Coreslab Structures (L.A.) Inc.
- 2 13. “Defendant’s Counsel” or “Defense Counsel” means and refers to Cummins &
- 3 White, LLP.
- 4 14. “Effective Date” means the date by when both of the following have occurred: (a)
- 5 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
- 6 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
- 7 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
- 8 one or more Participating Class Members objects to the Settlement, the day after the deadline for
- 9 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
- 10 day after the appellate court affirms the Judgment and issues a remittitur.
- 11 15. “Escalator Clause:” Defendant represents that there are approximately 405 Class
- 12 Members, who collectively worked a total of approximately 20,000 Workweeks during the Class
- 13 Period. If the total count of Workweeks (as contained in the Class Data) exceeds 22,000 (10%
- 14 more than Defendant’s representation), then the Settlement Amount shall increase in the amount
- 15 equivalent to one percent (1%) for every one percent (1%) increase in workweeks over the ten
- 16 percent (10%) threshold.
- 17 16. “Final Approval” refers to the order of the Court granting final approval of this
- 18 Settlement Agreement and entering a judgment approving this Agreement on substantially the
- 19 terms provided herein or as may be modified by subsequent agreement of the Parties.
- 20 17. “Individual Class Payment” refers to each Participating Class Members share of
- 21 the Net Settlement Amount, as further discussed in Paragraph 49(c) below.
- 22 18. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
- 23 PAGA Penalties, as further discussed in Paragraph 49(h) below.
- 24 19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(b)
- 25 below.
- 26 20. “Notice” means the notice of proposed class settlement that will be sent to the
- 27 Class Members, and which will advise each Class Member of the settlement and his or her
- 28 estimated “Individual Settlement Amount” and will further advise of the setting of a Final

1 Approval Hearing.

2 21. “Notice Packet” means the Notice, Request for Exclusion Form, the Objection
3 Form, and the Dispute Form to be sent to all Class Members.

4 22. “Objecting Class Member” means a Class Member, other than Plaintiff, who
5 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 70(c)
6 below.

7 23. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
8 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
9 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
10 as the individual PAGA payment allocated to each Aggrieved Employee.

11 24. “PAGA Period” is deemed to be any time during the period of January 19, 2022,
12 through February 2, 2024.

13 25. “Participating Class Member” means any and all Class Members who are deemed
14 to participate and receive an Individual Settlement Payment and do not opt-out by submitting
15 timely valid Requests for Exclusion.

16 26. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.

17 27. “Preliminary Approval Date” means the date the Court approves the Settlement
18 Agreement and enters the Preliminary Approval Order.

19 28. “Preliminary Approval Order” means the judicial Order to be entered by the
20 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
21 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the
22 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
23 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
24 and costs. Provided that the motion is consistent with the terms herein, Defendant will not object
25 to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to review
26 and comment upon the motion before it is filed.

27 29. “QSF” means the Qualified Settlement Fund set up by the Settlement
28 Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and

1 from which the settlement payments shall be made.

2 30. “Released Class Claims” or “Class Claims” by the Participating Class Members
3 upon Final Approval of the Settlement will include all claims stated in the operative Complaint
4 and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum
5 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to
6 provide rest breaks, (5) failure to timely pay final wages, (6) failure to provide accurate itemized
7 wage statements, and (7) unfair and unlawful competition.

8 31. “Released PAGA Claims” means any and all PAGA claims that Plaintiff alleged
9 against the Released Parties based on the facts stated in the relevant LWDA notice letter and
10 only to the extent that they are alleged in the operative Complaint, including all PAGA claims
11 seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay
12 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
13 to timely pay wages each period, (6) failure to timely pay wages upon separation of employment,
14 (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil
15 penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based
16 on the facts or claims alleged in the LWDA notice letter and operative Complaint. The time
17 period governing the Released PAGA Claims shall be any time during the PAGA Period.

18 32. “Released Parties” means Defendant and its officers, directors, employees, and
19 agents.

20 33. “Release Period” shall be the time period governing the Released Class Claims,
21 which shall be the same as the Class Period.

22 34. “Release” shall mean the release and discharge of the Released Class Claims by
23 Plaintiff and all Participating Class Members and their assignees.

24 35. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the
25 Class Members.

26 36. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 70(a)
27 below.

28 37. “Settlement Amount” is \$775,000, subject to the Escalator Clause, a credit for

1 Prior Payments made, and exclusive of Defendant's obligation to fund its share of payroll taxes,
2 as further discussed in Paragraph 49(d) below.

3 38. "Service Payment" or "Service Award" means the amount approved by the Court
4 to be paid to Class Representative Esteban Aldana in addition to his Individual Settlement
5 Payment as a Participating Class Member and individual PAGA payment as an Aggrieved
6 Employee.

7 39. "Settlement Administrator" means and refers to Phoenix Settlement
8 Adminsitrators, the third-party class action settlement administrator agreed to by the Parties, that
9 will provide the Notice Packet to the Class Members and distribute the settlement amounts as
10 described in this Agreement.

11 40. "Settlement Administration Costs" means the costs payable from the Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not
13 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and
14 deposit of the employee and employer share of payroll taxes, unclaimed property due diligence,
15 reporting and remittance obligations, distributing the Settlement Amount, and providing
16 necessary reports and declarations, as requested by the Parties. The Settlement Administration
17 Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by
18 the Court, regardless of any additional costs that the Settlement Administrator may request or
19 feel is necessary to administer the Settlement.

20 41. "Work Weeks" or "Weeks Worked" in the context of a Class Members means any
21 and all work weeks during the Class Period during which the Class Member worked at least one
22 day for Defendant in California. Likewise, in the context of Aggrieved Employees, it means any
23 and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at
24 least one day for Defendant in California.

25 **B. General Terms**

26 42. On January 19, 2023, Plaintiff Esteban Aldana filed the instant class action,
27 alleging that Defendant violated various sections of the Labor Code. On the same day, Plaintiff
28 Esteban Aldana gave written notice by online filing to the Labor and Workforce Development

1 Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the Labor
2 Code alleged to have been violated, including the facts and theories to support the alleged
3 violations. Then, on about April 3, 2023, Plaintiff filed a First Amended Complaint adding
4 causes of action under PAGA. Defendant filed its Answer to the First Amended Complaint on
5 May 2, 2023.

6 43. Defendant denies Plaintiff’s claims and allegations, and contends that the Action
7 is not suitable for class certification.

8 44. The Class Representative believes he can proceed with the representative and
9 class claims, that the Action is meritorious, and that class certification is appropriate.

10 45. The Parties have conducted a thorough investigation into the facts of the Action.
11 This includes conducting an exchange of formal discovery, as well as an extensive exchange of
12 informal discovery, including a sampling of payroll and timekeeping records for Class Members.
13 Class Counsel is both knowledgeable about and has done extensive research with respect to the
14 applicable law and potential defenses to the claims of the Class. Class Counsel has diligently
15 pursued an investigation of the Class Members’ claims against Defendant. Based on the
16 foregoing data and on their own independent investigation and evaluation, Class Counsel is of
17 the opinion that the settlement with Defendant for the consideration and on the terms set forth in
18 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
19 Members in light of all known facts and circumstances, including the risk of significant delay
20 and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous
21 potential appellate issues.

22 46. On December 4, 2023, Plaintiff and Defendant participated in a full-day
23 mediation with Steve Serratore, a well-respected wage-and-hour mediator. At the conclusion of
24 mediation and extensive arms-length negotiations, the Parties reached a global settlement and
25 entered into a Memorandum of Understanding.

26 47. The Parties agree that neither the Parties’ Settlement, this Agreement, nor the acts
27 to be performed or judgment to be entered pursuant to the terms of the Settlement and
28 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of

any statute or law or liability on the claims or allegations in the Action.

48. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Class Members described herein who do not Request Exclusion from the Class may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declare that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

49. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which is the maximum amount that will be paid by Defendant (except for the employer's share of payroll taxes), which includes payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and Settlement Administration Costs. Defendant shall separately pay the employer's share of its payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to

1 the Participating Class Members.

2 (c) Individual Class Payments for the Class will be calculated and apportioned
3 from the Net Settlement Amount based on the number of Weeks Worked by a Class Member
4 during the Class Period. Each specific Individual Class Payment will be calculated by: (a)
5 dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating
6 Class Members during the Class Period, and (b) multiplying the result by each Participating
7 Class Members' Weeks Worked. The entire Net Settlement Amount will be disbursed to all
8 Participating Class Members. If there are any valid and timely Requests for Exclusion, the
9 Settlement Administrator shall proportionally increase the Individual Class Payment for each
10 Participating Class Member according to the number of Weeks Worked, so that the amount
11 actually distributed to Participating Class Members equals one hundred percent (100%) of the
12 Net Settlement Amount.

13 (d) Allocation of Individual Class Payments: The Individual Class Payments
14 to Participating Class Members will be allocated as follows: twenty percent (20%) will be
15 allocated as wages subject to withholding of all applicable local, state and federal taxes; and
16 eighty percent (80%) will be allocated for interest and statutory penalties (pursuant to, e.g.,
17 California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The
18 Settlement Administrator will issue to each Participating Class Member an Internal Revenue
19 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form
20 1099 with respect to the penalties and interest allocations.

21 (e) Service Payment to Class Representative: The amount, if any, awarded to
22 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
23 exceed \$7,500, in exchange for a full release and Civil Code § 1542 waiver as well as for the
24 service that Plaintiff performed on behalf of the Class. Defendant agrees not to oppose this
25 request. The Service Payment to Plaintiff will be paid out of the Settlement Amount. The Class
26 Representatives will be issued an IRS Form 1099 in connection with this payment. Plaintiff shall
27 be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties
28 agree that any amount awarded as the Service Payment to Plaintiff less than the requested

1 amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the
2 Court approve a lesser amount for the Service Payment, the difference shall be added to the Net
3 Settlement Amount to be distributed to the Participating Class Members.

4 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
5 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
6 Settlement Amount, plus reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees and
7 Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys'
8 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
9 paid from the Settlement Amount, and, except for this award, Defendant shall have no further
10 obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court
11 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
12 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
13 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
14 Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall
15 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
16 awarded by the Court.

17 (g) Settlement Administration Costs: The fees and other charges of the
18 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$9,000, unless
19 (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement
20 Administration Costs shall be paid from the increased Settlement Amount, subject to Court
21 approval), or (2) as otherwise approved by all Parties and the Court.

22 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA
23 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
24 amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
25 Private Attorney General Act of 2004 ("PAGA") and \$12,500 (25%) will form the Individual
26 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
27 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
28 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the

1 Settlement.

2 (i) Tax Liability: Class Counsel and Defendant make no representations as to
3 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the
4 Class Members are not relying on any statement or representation by Class Counsel or Defendant
5 in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and
6 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
7 their respective Individual Class Payments and Individual PAGA Payments, described herein.
8 Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the
9 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
10 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
11 set forth in this Section may be modified in a manner to bring Defendant into compliance with
12 any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand
13 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
14 on their respective payments described herein.

15 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
16 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
17 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
18 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
19 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
20 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
21 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
22 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
23 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
24 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
25 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
26 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
27 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
28 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY

1 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
2 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
4 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
6 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
7 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
8 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
9 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
10 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11 (k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement.
12 Under no circumstances will any portion of the Settlement Amount revert to Defendant.
13 Participating Class Members and Aggrieved Employees will not have to make a claim to receive
14 an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
15 Individual Class Payment or Individual PAGA Payments will be made directly to each
16 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be
17 responsible for accurately and timely reporting and remittance obligations with respect to
18 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not
19 cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set
20 forth herein.

21 (l) Class Counsel and Plaintiff believe that the Settlement is fair and
22 reasonable and will so represent same to the Court.

23 **D. Release by the Participating Class Members**

24 50. Upon entry of the Final Approval Order and Defendant's funding of the
25 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
26 Class Payments, and except as to such rights or claims as may be created by this Agreement,
27 Plaintiff and the Participating Class Members will forever completely release and discharge the
28 Released Parties from the Released Class Claims for the Release Period.

1 51. Each Participating Class Member will be deemed to have made the foregoing
2 Release as if by manually signing it.

3 52. Class Representative, on behalf of himself and the Class, acknowledges and
4 agrees that the claims for unpaid wages and untimely payment of wages in the Action are
5 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
6 them. Class Representative, on behalf of himself and the Class, acknowledges and agrees that
7 California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code §
8 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any
9 release of any claim or right on account of wages due, or to become due, or made as an advance
10 on wages to be earned, unless payment of those wages has been made.”

11 **E. Release of PAGA Claims**

12 53. Upon entry of the Final Approval Order and Defendant’s funding of the
13 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
14 Class Payments, Plaintiff – in his individual capacity and on behalf of the State of California and
15 LWDA – shall completely release and discharge the Released Parties from the Released PAGA
16 Claims for the PAGA Period.

17 54. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
18 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from
19 releasing the Released PAGA Claims.

20 55. It is the intent of the Parties that the Final Approval Order shall have full
21 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

22 **F. Release by Plaintiff and Class Representative**

23 56. Upon entry of the Final Approval Order and Defendant’s funding of the
24 Settlement Amount, and all employer payroll taxes owed on the Wage Portion of the Individual
25 Class Payments, Class Representative does hereby, for himself and his spouses, heirs,
26 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
27 guardians, personal representatives, and assigns forever and completely release and discharge the
28 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,

1 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
2 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
3 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
4 from the beginning of time through the execution of this Stipulation, whether known or
5 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
6 upon, or relating to Class Representative's employment with Defendant or the remuneration for
7 or termination of such employment (the "Class Representative's Claims").

8 57. Without limiting the generality of the foregoing, this general release by Plaintiff
9 includes all federal, state and local statutory claims, federal and state common law claims
10 (including but not limited to those for contract, tort and equity), including without limitation any
11 claims for breach of any implied or express contract or covenant; claims for promissory estoppel;
12 claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits
13 (except workers' compensation benefits); claims for failure to hire, public policy violations,
14 defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or
15 other common law or tort matters; claims of harassment, retaliation or discrimination based on
16 age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected
17 activity, medical condition, marital status, sexual preference, union activity, or veteran status;
18 claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title
19 VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec.
20 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical
21 Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right
22 to terminate, not to hire or promote employees, or to change an employee's compensation; and
23 claims based on any federal, state or other governmental statute, regulation or ordinance, all
24 statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or
25 expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation
26 costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards
27 Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the
28 California Fair Employment and Housing Act, the California Unfair Competition Act (California

1 Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial
2 Welfare Commission Wage Orders, or arising out of or based upon the following categories of
3 allegations regardless of the forum in which they may be brought, to the fullest extent such
4 claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages;
5 (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims
6 for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon
7 termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all
8 claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other
9 penalties recoverable for such claims under PAGA.

10 58. Plaintiff agrees that there is a risk that any injury that they may have suffered by
11 reason of the Released Parties' relationship with them might not now be known, and there is a
12 further risk that said injuries, whether known or unknown at the date of this Settlement
13 Agreement, might possibly become progressively worse, and that as a result thereof further
14 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
15 discharge the Released Parties, and understands that by the execution of this Settlement
16 Agreement no further claims for any such injuries that existed at the time of the execution of this
17 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
18 period from the beginning of time to the execution of this Settlement Agreement.

19 59. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
20 Section 1542 of the Civil Code of the State of California and does so understanding and
21 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
22 of the State of California states:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
24 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
25 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
26 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
27 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
28 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

1 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
2 full and complete release and discharge of all parties, Class Representative expressly
3 acknowledges that this Settlement Agreement is intended to include in its effect, without
4 limitation, all claims that Class Representative knew of, as well as all claims that he does not
5 know or suspect to exist in his favor against the Released Parties, or any of them, for the time
6 period from the beginning of time to the execution of this Settlement Agreement, and that this
7 Settlement Agreement contemplates the extinguishment of any such Class Representative's
8 claims. Notwithstanding the above, the general release by Class Representative shall not extend
9 to claims for workers' compensation benefits, claims for unemployment benefits, or other claims
10 that may not be released by law.

11 **G. Interim Stay of Proceedings**

12 60. Pending completion of all prerequisites necessary to effectuate this Settlement,
13 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such
14 as are necessary to effectuate the Settlement.

15 **H. Notice Process**

16 61. Appointment of Settlement Administrator. The Parties have agreed to the
17 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
18 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
19 independently reviewing and verifying documentation associated with any claims or opt-out
20 requests, resolving any disputes regarding the calculation or application of the formula for
21 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
22 Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and
23 performing such other tasks as set forth herein or as the Parties mutually agree or that the Court
24 orders.

25 62. Disputes Regarding Settlement Administration. Any and all disputes relating to
26 administration of the Settlement by the Settlement Administrator (except for disputes regarding
27 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
28 over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court

1 that all payments and obligations contemplated by this Agreement have been fully carried out.
2 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to
3 resolve the dispute without the necessity of Court intervention. The Settlement Administrator
4 shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved
5 Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid
6 pursuant to this Agreement.

7 63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
8 Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
9 Administrator will run a check of the Class Members' addresses against those on file with the
10 U.S. Postal Service's National Change of Address List. The Class Data provided to the
11 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
12 except as required by applicable tax authorities, pursuant to Defendant's express written consent,
13 or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,
14 nothing herein shall prevent Class Counsel from communicating with Class Members regarding
15 the Action and Settlement.

16 64. Total Workweeks. At least 5 days prior to mailing the Notice Packet, the
17 Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel
18 containing a preliminary calculation of all payments to be paid from the Settlement Amount,
19 including the estimated Individual Class Payments to each Class Member and Individual PAGA
20 Payments to each Aggrieved Employee (a person's name shall be redacted and a control number
21 used in place of the name). In the event that the total Workweeks worked by all Class Members
22 triggers the Escalator Clause, the Settlement Administrator shall notify the Parties of the
23 increased Settlement Amount, and related increased payments from the Settlement Amount,
24 including increased Attorneys' Fees and Costs and any increased Settlement Administration
25 Costs, all of which shall be subject to Court approval.

26 65. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
27 Settlement Administrator to the Class Members, by first class mail, in English and Spanish,
28 within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data.

1 For all Class Members, the Notice Packet will include the Notice, a Request for Exclusion Form,
2 an Objection Form, and a Dispute Form. The Settlement Administrator shall use standard
3 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
4 envelopes are returned.

5 66. Returned Notice Packets. The Settlement Administrator will take steps to ensure
6 that the Notice Packet is received by all Class Members, including utilization of the National
7 Change of Address Database maintained by the United States Postal Service to review the
8 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class
9 Member for whom an updated address is located within ten (10) calendar days following both
10 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.
11 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the
12 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
13 the Response Deadline or fifteen (15) days after the remailing of the Notice Packet.

14 67. Presumption Regarding Receipt of Notice Packet. It will be conclusively
15 presumed that if an envelope has not been returned to Settlement Administrator by the Response
16 Deadline that the Class Member received the Notice Packet.

17 68. Disputes Regarding Class Data. Class Members are deemed to participate in the
18 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
19 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
20 Payment and Individual PAGA Payment, as well as the number of Weeks Worked during the
21 Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely
22 submitting evidence to the Settlement Administrator. Defendant's records will be presumed
23 determinative absent reliable evidence to rebut Defendant's records, but the Settlement
24 Administrator will evaluate the evidence submitted by the Class Member and provide the
25 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
26 faith about the evidence to determine the Class Member's actual number of Work Weeks, and
27 estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are
28 unable to agree, they agree to submit the dispute to the Court to render a final decision. Class

Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

69. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packet.

70. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice Packet will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by completing the Request for Exclusion Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Any such Request must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall attach each Request for Exclusion to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant and their agents and employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

(b) Binding Effect on Participating Class Members. All Participating Class Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and

1 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
2 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
3 Settlement.

4 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
5 does not submit a valid and timely Request for Exclusion may object to the terms of this
6 Agreement by completing the Objection Form provided within the Notice Packet. Any Class
7 Member that intends to object must mail the Objection Form to the Settlement Administrator.
8 The Objection Form must be postmarked on or before the Response Deadline in order to be
9 timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made
10 in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
11 provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt,
12 and the Settlement Administrator shall attach the same to its declaration of due diligence and file
13 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files
14 an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff
15 and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class
16 Member and/or his or her counsel related to any objections to the Settlement. Submitting an
17 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
18 preserved by becoming a party of record by timely and properly intervening or filing a motion to
19 vacate the judgment under Code of Civil Procedure § 663.

20 (d) Failure to Object. Any Class Member who does not timely and properly
21 become a party of record by intervening or filing a motion to vacate the judgment waives any
22 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
23 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
24 under California Code of Civil Procedure § 473, and extraordinary writs.

25 (e) Responses to Objections. Counsel for the Parties may file a response to
26 any objections submitted by Objecting Class Members at least five (5) court days before the date
27 of the Final Approval Hearing.

28 (f) Class Members will have until the Response Deadline to object or submit

1 a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
2 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
3 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
4 Counsel or Defense Counsel.

5 71. Funding of the Settlement Amount. Defendant shall deposit the Settlement
6 Amount, plus Defendant's share of payroll taxes, with the Settlement Administrator within sixty
7 (60) days after the Effective Date.

8 72. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
9 Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class
10 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
11 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
12 Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, mail to the
13 Aggrieved Employees their portion of the PAGA Penalties, and will pay itself the Settlement
14 Administration Costs. Disbursement of the Class Counsel's Attorney's Fees and Cost, Service
15 Payment to the Class Representative, Settlement Administration Costs shall not precede
16 disbursement of the Individual Class Payments and the PAGA Penalties.

17 73. Deadline for Cashing Settlement Checks. Participating Class Members and
18 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
19 Administrator to cash their settlement checks. The release will be binding upon all Participating
20 Class Members who do not cash their checks within the 180-day period. In the event that any
21 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
22 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
23 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
24 Counsel of the results. If a new address is located by these means, the Administrator will have
25 ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
26 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen
27 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of
28 settlement checks. Without limiting the foregoing, in the event a Participating Class Member

1 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a
2 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
3 payment on such check. If the check in question has not been negotiated prior to the stop
4 payment order, the Settlement Administrator will issue a replacement check.

5 a. If any Participating Class Member's check is not cashed within the time
6 periods noted above, the check will be void and a stop-payment will be issued, and the
7 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
8 Office in the name of the Class Member.

9 b. If any Aggrieved Employee's check is not cashed within the time periods
10 noted above, the check will be void and a stop-payment will be issued, and the Settlement
11 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
12 name of the Aggrieved Employee.

13 **I. Duties of the Parties Prior to the Court's Approval**

14 74. Promptly after execution of this Agreement, Plaintiff will move the Court for
15 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
16 accomplishing the following:

17 (a) Scheduling the Final Approval Hearing on the issue of whether this
18 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
19 and a hearing on fees, costs and the Service Payments;

20 (b) Approving as to form and content the proposed Notice Packet;

21 (c) Directing the mailing of the Notice Packet by first class mail to the Class
22 Members;

23 (d) Preliminarily approving this Settlement; and

24 (e) Preliminarily certifying the class for purposes of this Settlement.

25 Further, pursuant to Labor Code section 2699(1)(2), Plaintiff shall submit a copy of this
26 Agreement and the Motion for Preliminary Approval to the LWDA, no later than the same day
27 Plaintiff files the Motion for Preliminary Approval with the Court.
28

1 **J. Duties of the Parties Following Court's Final Approval**

2 75. In connection with the Final Approval Hearing provided for in this Agreement,
3 Class Counsel shall submit a proposed Final Approval Order:

4 (a) Approving the Settlement, adjudging the terms thereof to be fair,
5 reasonable and adequate, and directing consummation of its terms and provisions;

6 (b) Approving Class Counsel's application for an award of attorneys' fees and
7 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
8 and the payment to the Settlement Administrator for costs of administering the settlement; and

9 (c) Entering judgment approving settlement.

10 **K. Voiding the Agreement**

11 76. If the Court fails or refuses to issue the Final Approval Order or fails to approve
12 any material condition of this Agreement which effects a fundamental change of the Settlement,
13 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
14 option of either Party.

15 77. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will
16 have no further obligations under the Settlement, including any obligation by Defendant to pay
17 the Settlement Amount, or any amounts that otherwise would have been owed under this
18 Settlement.

19 78. If the Settlement is voided or fails for any reason, any costs incurred by the
20 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise
21 specified in this Agreement.

22 **L. Other Terms**

23 79. Waiver. The waiver by one Party of any breach of this Agreement by another
24 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

25 80. Parties' Authority. The signatories hereto represent that they are fully authorized
26 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

27 81. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
28 accomplish the terms of this Agreement, including but not limited to, execution of such

1 documents and to take such other action as may reasonably be necessary to implement the terms
2 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
3 contemplated by this Agreement and any other efforts that may become necessary by order of the
4 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
5 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
6 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
7 preliminary and final approval of the settlement, and the final entry of judgment.

8 82. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
9 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
11 cause of action or rights released and discharged by this Agreement.

12 83. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class
13 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were
14 asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle
15 and compromise the matters at issue in the Complaint to avoid further substantial expense and
16 the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken
17 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
18 in the defenses that they have asserted or could assert against Plaintiff, have determined that it is
19 desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and
20 conditions set forth in this Agreement.

21 84. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
22 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
23 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
24 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
25 Agreement with the intention of avoiding further disputes and litigation with the attendant
26 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
27 related documents such as the notices, and motions for preliminary and final approval, shall,
28 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be

1 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
2 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
3 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
4 approved, the stipulation will be of no force or effect.

5 85. No Publicity. The Parties will not publicize the Settlement or disclose it to third
6 parties prior to the Court granting Preliminary Approval, except as required or necessary to
7 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and
8 Class Representatives agree that they will not discuss the Settlement with the media, any
9 settlement and verdict reporting service, any social media postings or other Internet postings.
10 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
11 other case materials in the Action related to seeking and obtaining Court approval of this
12 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
13 Members or their representatives about this Settlement, including through the posting of Court-
14 filed documents on Class Counsel's websites for access solely by the Class Members, or to
15 prevent the Parties or their representatives from communicating with financial or legal advisors
16 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
17 the Action has been settled on terms mutually agreeable to the Parties.

18 86. Notices. Unless otherwise specifically provided herein, all notices, demands or
19 other communications given hereunder shall be in writing and shall be deemed to have been duly
20 given as of the third business day after mailing by United States registered or certified mail,
21 return receipt requested, addressed:

22 *To the Class:*

23 Brian J. Mankin
24 *brian@lmlfirm.com*
25 Lauby, Mankin & Lauby LLP
26 5198 Arlington Ave, PMB 513
27 Riverside, CA 92504
28 Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendant:

Erick J. Becker, Esq.
ebecker@cwlawyers.com
Garrett M. Fahy, Esq.
gfahy@cwlawyers.com
[Joshua Park, Esq.](#)
jpark@cwlawyers.com
CUMMINS & WHITE, LLP
2424 S.E. Bristol Street, #300
Newport Beach, CA 92660-0764
Tel: (949) 852-1800 | Fax: (949) 852-8510

87. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

88. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

89. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

90. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant may agree to seek the help of the Mediator to resolve

1 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
2 own attorneys' fees and costs. This provision shall not apply to any legal action or other
3 proceeding instituted by any person or entity other than Plaintiff or Defendant.

4 91. Choice of Law. This Settlement Agreement shall be governed by and construed,
5 enforced and administered in accordance with the laws of the State of California, without regard
6 to its conflicts-of-law rules.

7 92. Integration Clause. This Settlement Agreement contains the entire agreement
8 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
9 or contemporaneous agreements, understandings, representations, and statements, whether oral
10 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
11 hereunder may be waived except in writing.

12 93. Binding On Assigns. This Agreement shall be binding upon and inure to the
13 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
14 successors and assigns.

15 94. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
16 because the members of the Class are numerous, it is impossible or impractical to have each
17 Class Member execute this Agreement. The Notice Packet will advise all Class Members of the
18 binding nature of the release provided herein and such shall have the same force and effect as if
19 this Agreement were executed by each Class Member.

20 95. Counterparts. This Agreement may be executed in counterparts, and when each
21 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
22 original, and, when taken together with other signed counterparts, shall constitute one fully
23 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
24 signatures shall have the same force and effect as an original.

25
26 -- Signatures on Next Page --
27
28

1 Dated: February 15, 2024

PLAINTIFF AND CLASS REPRESENTATIVE,

2 

3 Esteban Aldana (Feb 15, 2024 16:20 PST)

4 _____
Esteban Aldana

5 Dated: February ____, 2024

DEFENDANT CORESLAB STRUCTURES (L.A.) INC.

6
7
8 By: _____

9 Title: _____
10

11 **APPROVED AS TO FORM:**

12 Dated: February 15, 2024

CLASS COUNSEL

13 LAUBY, MANKIN & LAUBY LLP

14 

15 _____
Brian J. Mankin
16 Attorneys for Plaintiff

17 Dated: February ____, 2024

DEFENSE COUNSEL:

18 CUMMINS & WHITE, LLP

19
20 _____
Erick J. Becker, Esq.
21 Attorneys for Defendant
22
23
24
25
26
27
28

1 Dated: February __, 2024

PLAINTIFF AND CLASS REPRESENTATIVE,

2
3
4 _____
Esteban Aldana

5 Dated: February 21, 2024

DEFENDANT CORESLAB STRUCTURES (L.A.) INC.

6
7
8 _____
By:

9
10 Title:

11 **APPROVED AS TO FORM:**

12 Dated: February __, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

14
15 _____
Brian J. Mankin
Attorneys for Plaintiff

17 Dated: February 21, 2024

DEFENSE COUNSEL:
CUMMINS & WHITE, LLP

19
20 _____
Erick J. Becker, Esq.
Attorneys for Defendant

EXHIBIT “B”

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 02 2024

E. Escobedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ESTEBAN ALDANA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

CORESLAB STRUCTURES (L.A.) INC.,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CVRI2300287

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

~~PROPOSED~~ ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class and PAGA Settlement Agreement and Release of Claims (the
2 “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the Declaration of Brian
3 Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement
4 filed on February 21, 2024, between Plaintiff Esteban Aldana (“Plaintiff”) and Defendant
5 Coreslab Structures (L.A.) Inc. (“Defendant”) (collectively, the “Parties”), as well as the
6 Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary
7 Approval of Class Action Settlement, the documents submitted in support of the motion, and all
8 supporting legal authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
13 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
14 arms-length negotiations conducted after the Parties adequately investigated and became familiar
15 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
16 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only:

21 All current and former nonexempt (hourly paid) employees
22 employed by Defendant in California at any time during the Class
23 Period (which is January 19, 2019, through February 2, 2024).

24 3. Additionally, the “Aggrieved Employees” are defined to include: current and
25 former nonexempt (hourly paid) employees employed by Defendant in California at any time
26 during the PAGA Period (which is January 19, 2022, through February 2, 2024).

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiff Esteban Aldana as
4 Class Representative, and Brian Mankin and Peter Carlson as Class Counsel.

5 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
6 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
7 Agreement, including but not limited to paragraphs 61 to 73. The Settlement Administrator shall
8 file a declaration concurrently with the Motion for Final Approval, authenticating a copy of
9 every Objection Form and Exclusion Form received by the Settlement Administrator.

10 Furthermore, in the event of a continuance of the hearing of the motion for final approval, the
11 Settlement Administrator must give notice of such continuance to any objecting party.

12 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
13 Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively)
14 that the Class Members may use. The Court further finds the Class Notice, Exclusion Form,
15 Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed
16 settlement and of their options in connection with the settlement.

17 8. Class Members who wish to request exclusion, object to the Settlement or dispute
18 Weeks Worked via the Exclusion Form and/or Objection Form and/or Dispute Form are directed
19 to mail the appropriate form above to the Settlement Administrator (and not to the Court) within
20 the time periods set forth in the Class Notice.

21 9. The Settlement Administrator is directed to mail the Notice, Request for
22 Exclusion Form, Objection Form, and Dispute Form by first class mail to the Class Members in
23 English in accordance with the Settlement Agreement and schedule set forth below.

24 10. The Court finds that the deadlines and method set forth in the Settlement
25 Agreement for the mailing of the Notice and related forms described herein meet the
26 requirements of due process, provide the best notice practicable under the circumstances,
27 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
28 requirements of California law.

11. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members not later than 10 days after it receives the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

March 14, 2024	Preliminary Approval (PA) hearing
April 8, 2024	<u>24 days after PA (+1 for Sunday)</u> : Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
May 23, 2024	<u>45 days after mailing Notice</u> : Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff’s Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
July 12, 2024 8:30 a.m.	Final Approval Hearing

15. A final approval hearing shall be held in this Court on July 12, 2024 at 8:30 a.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys’ Fees and Costs Award to Class

1 Counsel; and (3) the amount of the Service Payment to the Class Representative.

2 16. Neither this Order, the Settlement Agreement, nor any document referred to
3 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
4 may be construed as, or may be used by Plaintiff or the Class Members in this Action as an
5 admission by or against Defendant or any of the other Released Parties (as that term is defined in
6 the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

7 17. The Court may, for good cause shown, extend any of the deadlines set forth in
8 this Order. If any Class Member submits an objection to the settlement and the Final Approval
9 Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give
10 notice of the new hearing date to the objecting party; and

11 18. In the event that the Settlement Agreement does not receive final approval or the
12 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
13 shall be vacated.

14
15 Date:

4/2/24

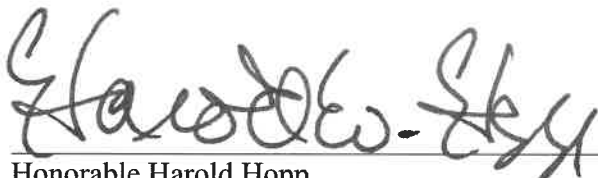

Honorable Harold Hopp

EXHIBIT "A"

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Coreslab Structures (L.A.) ("Coreslab" or "Defendant") for alleged violations of the California Labor Code.

The Action was filed by Esteban Aldana ("Plaintiff" or "Class Representative") and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of a class of nonexempt (hourly paid) employees employed by Defendant Coreslab in California ("Class Members") during the Class Period (January 19, 2019, through February 2, 2024); and (2) penalties under the California Private Attorneys General Act of 2004 ("PAGA") for all nonexempt (hourly paid) employees employed by Defendant Coreslab in California during the PAGA Period (January 19, 2022 to February 2, 2024) ("Aggrieved Employees"). (Plaintiff and Defendant shall be collectively referred to as the "Parties.") PAGA is California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA.

Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	SINSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	SINSERT (Individual PAGA Payment)

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) Also, while the range of recovery will differ for Class Members, it is estimated that the average payment will be \$**XXX**, the high payment will be \$**XXX**, and the low payment will be \$**XXX**. If you believe that you worked more weeks during the periods discussed above, you can submit a challenge by **DATE**, 2024 ("Response Deadline"). See **Section 4** of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion Form by [REDACTED], 2024 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by [REDACTED], 2024 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to Phoenix Settlement Administrators (the “Settlement Administrator”), a third party that is responsible for sending this Notice) (see Section 4 for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: JULY 12, 2024 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee of Coreslab. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks and pay meal and rest period premiums, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (“PAGA”).

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

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$775,000 as the “Settlement Amount.” Defendant has agreed to pay a total Settlement Amount of \$775,000, and will deposit the Settlement Amount into an account controlled by Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount approximately 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$258,333.33) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class. The Class Representative’s Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C.  to the Settlement Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

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

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

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

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

All Participating Class Members, on behalf of themselves and their respective representatives,

agents, heirs, and assigns, release the Released Parties (which includes Defendant, and its officers, directors, employees and agents) from include all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful competition (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of himself, the State of California and the LWDA shall release the Released Parties (which includes Defendant, and its officers, directors, employees and agents) from all PAGA claims that Plaintiff alleged against the Released Parties (which includes Defendant, and its officers, directors, employees and agents) based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the operative Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay wages each period, (6) failure to timely pay wages upon separation of employment, (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code Section 2698 based on the facts or claims alleged in the LWDA notice letters and operative Complaint (“Released PAGA Claims.”) The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked and/or Share Points. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the tables on page 2 of this Notice. You have until **DATE** (“Response Deadline”) to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator on or before **[INSERT DATE 45 Days After Mailing]**. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE, 2024**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On July 12, 2024, the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. If you wish to communicate directly

with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the **Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement** filed on February 21, 2024 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2300287) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT "B"

REQUEST FOR EXCLUSION FORM

Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Aldana v. Coreslab Structures (L.A.)* (Riverside Superior Court Case No. CVRI2300287). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____, 2024

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

EXHIBIT "C"

OBJECTION FORM

Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Aldana v. Coreslab Structures (L.A.)* on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2024 [NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT OBJECTION DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

EXHIBIT "D"

DISPUTE FORM

Aldana v. Coreslab Structures (L.A.)
(Riverside Superior Court, Case No. CVRI2300287)

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendant Coreslab Structures (L.A.) and reflect the number of weeks worked at Coreslab Structures (L.A.) as a nonexempt (hourly paid) employee in California during the applicable periods.

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 1/19/2019 to 2/2/2024	INSERT

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Weeks Worked from 1/19/2022 to 2/2/2024	INSERT

DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2024 [NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

EXHIBIT “C”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00498 Arellano v Pacific
Award Metal (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Joel Arellano									
14000-00498 Arellano v Pacific Award Metal									
04-22-2022	Approved	Fee for LWDA to submit PAGA ltr	Non-Billable	E112 Court fees L.	Grossi, Tracie	75.00	0.00	1.00	75.00
04-22-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	1,439.20	0.00	1.00	1,439.20
Onelgal Order #18084405 - file complaint									
04-22-2022	Approved	52 copies @ .20 each - Letters to companies	Non-Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	52.00	10.40
04-28-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	17.19	0.00	1.00	17.19
Onelgal Order#18118823 - file POS									
04-29-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	171.65	0.00	1.00	171.65
Bosco Inv#6996105 Serve: Pacific Award Metals, Inc., a California Corporation Summons: Complaint; Civil Case Cover Sheet; Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment Unlimited Civil Case; First Amended General Order re Mandatory Electronic Filing for Civil; Voluntary Efficient Litigation Stipulations; Order Pursuant to CCP 1054(a), Extending Time to Respond by 30 Days when Parties Agree to Early Organizational Meeting Stipulation; ADR Court: Superior Court of California, County of Los Angeles, Spring Street Courthouse Completed on: 04/25/2022									
05-03-2022	Approved		Non-Billable	E108 Postage	Grossi, Tracie L.	17.32	0.00	1.00	17.32
Postage for April 2022									
06-28-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18455714 - File Joint Statement									
07-08-2022	Approved	Postage for April 2022	Non-Billable	E108 Postage	Chiarito, Tracie	17.32	0.00	1.00	17.32
07-08-2022	Approved	Copy of Docs	Non-Billable	E112 Court fees	Chiarito, Tracie	8.40	0.00	1.00	8.40
08-04-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18672926 - File Ntc of Change of Address									
09-14-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18913786 - file Joint Statement									
11-08-2022	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	7,375.00	0.00	1.00	7,375.00

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00498 Arellano v Pacific
Award Metal (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Joel Arellano</u> <u>14000-00498 Arellano v Pacific Award Metal</u>									
Judicate West Inv #579872 for April 25, 2023 mediation with Kelly Knight, Esq.									
03-09-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	38.25	0.00	1.00	38.25
OnLegal Order #19980129 - file Stip and Order to Cont CMC									
04-26-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	2,415.00	0.00	1.00	2,415.00
Berger Consulting Group Inv #8563									
06-09-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.66	0.00	1.00	17.66
OnLegal Order #20580863 - file Joint Statement									
08-22-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	79.43	0.00	1.00	79.43
OnLegal Order #21048489 - file MPA									
02-05-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	19.71	0.00	1.00	19.71
OnLegal Order #22155019 - file Supplemental Declaration of Brian Mankin and Proposed Order re MPA									
06-17-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	125.00	0.00	1.00	125.00
File MFA and supporting documents via OnLegal									

Project Total 11,878.10
Client Total 11,878.10
Grand Total 11,878.10

EXHIBIT “D”