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17 **SUPERIOR COURT OF CALIFORNIA**
18 **COUNTY OF SANTA CRUZ**

19 GERARDO POLIN on behalf of himself
20 and all similarly aggrieved employees

21 Plaintiff,

22 v.

23 H.A. RIDER & SONS, INC.; and DOES 1
24 through 50, inclusive,

25 Defendants.

Case No. 23CV00417

**DECLARATION OF KRISTEN M.
AGNEW IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT UNDER CALIFORNIA
LABOR CODE §§ 2698 ET SEQ.**

Date: October 29, 2026

Time: 8:30 A.M.

Dept.: 10

Complaint Filed: February 17, 2023

Trial Date: None

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts in the State of
3 California. I am an attorney with Diversity Law Group, P.C., counsel of record for Plaintiff
4 Gerardo Polin (“Plaintiff” or “PAGA Representative”). Based on my personal knowledge, I
5 assert the facts set forth herein and, if called as a witness, I could and would competently testify
6 thereto.

7 **PROCEDURAL HISTORY OF THE ACTION & MOTION PRACTICE**

8 2. I am one of the primary attorneys on this matter. Class Counsell has zealously
9 represented the interests of Aggrieved Employees and the State.

10 3. On February 17, 2023, Plaintiff Gerardo Polin (“Plaintiff”) filed a written notice
11 with the California Labor & Workforce Development Agency (“LWDA”) alleging that H.A.
12 Rider & Sons violated Labor Code sections 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5,
13 226, 226.7, 233, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802 (“PAGA
14 Notice”). Attached hereto as **Exhibit 2** is a true and correct copy of the PAGA Notice.

15 4. On February 17, 2023, Plaintiff initiated this Action in the Santa Cruz Superior
16 Court. The initial complaint asserted class wage-and-hour claims for: (i) failure to provide meal
17 periods or compensation in lieu thereof, in violation of Labor Code sections 226.7, 512 and
18 1198; (ii) failure to provide rest periods or compensation in lieu thereof, in violation of Labor
19 Code sections 226.7, 512 and 1198; (iii) failure to pay hourly and overtime wages, in violation
20 of Labor Code sections 1194 and 1198; (iv) failure to comply with itemized employee wage
21 statement requirements, in violation of Labor Code sections 226, 1174 and 1175; (v) failure to
22 pay all wages upon termination, in violation of Labor Code sections 201, 202 and 203; (vi)
23 failure to reimburse business expenses, in violation of Labor Code section 2802; and (vii) unfair
24 business practices, in violation of Business and Professions Code section 17200.

25 5. On June 7, 2023, Plaintiff filed the First Amended Complaint for Damages,
26 Penalties and Injunctive Relief, which added a representative cause of action under Labor Code
27 section 2698 et seq. based on the alleged Labor Code violations set forth in the PAGA Notice.

28 6. On October 16, 2023, Defendant H.A. Rider & Sons, Inc. served verified

1 discovery responses denying that it employed Plaintiff or any other employees during the
2 putative class period.

3 7. Following meet and confer communications with Defendants' counsel concerning
4 those responses, Plaintiff filed a Doe Amendment pursuant to Code of Civil Procedure section
5 474, substituting the true names of three individual defendants for the fictitiously named
6 defendants previously designated as Does 1 through 3, respectively: (1) George Rider dba H.A.
7 Rider & Sons; (2) Robert Rider dba H.A. Rider & Sons; and (3) Thomas Rider dba H.A. Rider
8 & Sons.

9 8. On February 22, 2024, Defendants H.A. Rider & Sons, Inc., George Rider, Robert
10 Rider, and Thomas Rider jointly filed a Demurrer to the First Amended Complaint on various
11 asserted grounds. The Court overruled the Demurrer.

12 9. On or about June 18, 2024, George Rider, Robert Rider, and Thomas Rider served
13 verified discovery responses contending that "Responding Party is not doing business as H.A.
14 Rider & Sons, Inc."

15 10. On June 21, 2024, Plaintiff filed the Doe Amendment pursuant to Code of Civil
16 Procedure section 474, substituting H.A. Rider & Sons, a general partnership for the fictitiously
17 named defendant previously designated as Doe 4. In response, H.A. Rider & Sons, a general
18 partnership filed a Motion to Quash Service of Summons and Complaint. On December 11,
19 2024, the Court denied the Motion to Quash.

20 **INFORMED SETTLEMENT NEGOTIATIONS**

21 11. On or about July 10, 2025, the Parties agreed to participate in private mediation.

22 12. In advance of the mediation, Defendants provided information necessary for
23 Plaintiff to evaluate the claims and potential exposure, including the number of Class Members
24 who were employed during the period of February 17, 2019 through October 13, 2025, the
25 number of pay periods Class Members worked during the period of February 17, 2019 through
26 October 13, 2025, the number of separated Class Members, and the number of Aggrieved
27 Employees who were employed during the period of February 17, 2022 through October 13,
28 2025. Defendants also produced wage statements, meal period waivers and time and payroll

1 records for Class Members, policy documents and other information.

2 13. On November 12, 2025, the parties attended an all-day mediation with Elizabeth
3 Leitzinger, an experienced mediator. Although the matter did not settle at the mediation, the
4 parties continued settlement discussions thereafter. The mediation culminated in a mediator's
5 proposal, which the Parties subsequently accepted. Following mediation, the Parties exchanged
6 additional information and engaged in further negotiations regarding the terms of the settlement,
7 ultimately reaching the present class-wide and representative settlement.

8 14. The Parties thereafter memorialized their agreement in the long-form Joint
9 Stipulation of Class and PAGA Representative Action Settlement and Release ("Settlement
10 Agreement" or "Settlement"), which was fully executed on May 7, 2026. Attached hereto as
11 **Exhibit 1** is a true and correct copy of the Joint Stipulation of Class and PAGA Representative
12 Action Settlement.

13 15. All settlement negotiations were conducted at arm's length.

14 **THE OPERATIVE SECOND AMENDED COMPLAINT**

15 16. To effectuate the settlement, the Parties agreed to the filing of a Second Amended
16 Class and Representative Action Complaint for the limited purpose of adding H.A. Rider &
17 Sons, a general partnership, George Rider, Robert Rider, and Thomas Rider, as named
18 defendants to the seventh cause of action for violation of Labor Code section 2698 *et seq.*

19 17. On July 6, 2026, the Parties filed a Joint Stipulation for leave to file a Second
20 Amended Class and Representative Action Complaint. The Second Amended Class and
21 Representative Action Complaint is the Operative Complaint.

22 **SUMMARY OF THE MONETARY TERMS OF THE SETTLEMENT**

23 18. For purposes of the Settlement, the proposed Class consists of all current and
24 former hourly non-exempt employees who worked for Defendants in California at any time
25 during the period of February 17, 2019, through November 4, 2025. *See* Settlement Agreement
26 ("SA") ¶ A-4. Defendants have represented that there are approximately 253 individuals that
27 comprise the Class.

28 19. The Settlement also resolves the claims of "Aggrieved Employees," which is

1 defined to mean all current and former hourly non-exempt employees who worked for
2 Defendants in California at any time during the period of February 17, 2022, through November
3 4, 2025. *See* SA ¶ A-2.

4 20. The Settlement Agreement requires defendant H.A. Rider & Sons, a general
5 partnership to pay the Gross Settlement Amount of \$185,000.00 on a non-reversionary basis.
6 *See* SA ¶¶ A-16, C-1. The Gross Settlement Amount was calculated with, and is premised on,
7 Defendants’ representation that Class Members worked 20,378 Pay Periods during the Class
8 Period. *See id.* at ¶ C-2. If the total number of Pay Periods worked by Class Members during the
9 Class Period exceeds 20,378 by more than ten percent (10%) (i.e., the Pay Period count is greater
10 than 22,416), then the Gross Settlement Amount shall be adjusted on a pro rata basis equal to
11 the percentage increase above 10%. *See id.* As such, Defendant will pay approximately \$9.07
12 per Pay Period to resolve the claims in the Action.

13 21. The Settlement allocates Ten Thousand Dollars (\$10,000.00) of the Gross
14 Settlement Amount to PAGA penalties (“PAGA Fund”). *See* SA ¶ A-23. Seventy-Five percent
15 (75%) of the PAGA Fund —i.e. the sum of Seven Thousand Five Hundred Dollars
16 (\$7,500.00)— will be paid to the LWDA. *See id.* The remaining twenty-five percent (25%)—
17 i.e. the sum of Two Thousand Five Hundred Dollars (\$2,500.00) —will be distributed to
18 Aggrieved Employees on a pro rata basis, based on the number of Pay Periods in which the
19 employee worked during the PAGA Period. *See id.* at ¶¶ A-23, C-7. All Individual PAGA
20 Payments shall be allocated as 100% penalties. *See id.* at ¶ C-26.

21 22. As part of the Settlement, Defendant does not object to Class Counsel’s request
22 for attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount, i.e., the sum of
23 Sixty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$61,666.67), and
24 costs in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00), which shall be paid
25 from the Gross Settlement Amount (the “Class Counsel Award”), subject to Court approval. *See*
26 SA ¶ C-4. Any portion of the Class Counsel Award that is not approved by the Court shall
27 become part of the Net Settlement Amount. *See id.*

28 23. Defendant also does not oppose Plaintiff’s request for individual Service Award

1 in the amount of Five Thousand Dollars (\$5,000.00). *See* SA ¶ C-5. The requested Service
2 Award is intended to compensate Plaintiff for his efforts in prosecuting this Action on behalf of
3 the Class, including meeting and communicating with Class Counsel, reviewing the pleadings,
4 documents, and Settlement Agreement, and undertaking the risks associated with serving as
5 named plaintiff, including potential reputational harm arising from his participation in litigation
6 against his employer. Any portion of the Service Award that is not approved by the Court shall
7 become part of the Net Settlement Amount. *See* SA ¶ C-5.

8 24. The Settlement Administrator, Phoenix Settlement Administrators, will be
9 responsible for preparing and mailing Settlement Notices, computing Individual Class and
10 PAGA Payments, and issuing checks and required tax reports. *See* SA ¶¶ A-37, C-6. The
11 Settlement Administration Costs are estimated to be Seven Thousand Two Hundred Fifty
12 Dollars (\$7,250.00). *See id.* at ¶ C-6. Any portion of the Settlement Administration Costs that
13 are not approved by the Court shall become part of the Net Settlement Amount. *See id.* at ¶ C-
14 6.

15 **ESTIMATED PAYMENTS TO THE CLASS MEMBERS**

16 25. The balance of the Gross Settlement Amount remaining after deduction of
17 approved Service Award, Settlement Administration Costs, PAGA Fund, and Class Counsel
18 Award, is the “Net Settlement Amount.” *See* SA ¶ A-19. Class Counsel estimates that the Net
19 Settlement Amount will be at least \$76,083.33.

20 26. The Net Settlement Amount will be available for distribution to Participating
21 Class Members (*e.g.* Class Members who do not opt-out of the settlement). *See* SA ¶ C-8.
22 Participating Class Members will be entitled to receive a portion of the Net Settlement Amount
23 on a *pro rata* basis, based upon the number of Pay Periods each in which the employee worked
24 during the Class Period. *See id.* This is fair, as it directly allocates greater recovery to individual
25 Participating Class Members who have allegedly suffered greater harm. On raw average, each
26 Participating Class Member may potentially recover approximately \$300.72. *See id.* The amount
27 actually paid to each Participating Class Member may increase or decrease depending on the
28 actual number of Pay Periods he or she worked during the Class Period and/or the number of

1 timely Requests for Exclusion received.

2 27. The Individual Class Payments shall be allocated as follows: eighty-five percent
3 (85%) as penalties and interest, and fifteen percent (15%) to wages. *See* SA ¶ C-25.

4 28. Settlement checks shall remain negotiable for 180 days from the date of issuance.
5 Upon expiration of that 180-day period, the Settlement Administrator shall remit any unclaimed
6 funds to Legal Aid at Work, the cy pres recipient. *See* SA ¶ C-22. Neither Plaintiff nor Class
7 Counsel maintains an interest in and/or relationship with Legal Aid at Work.

8 **THE STRENGTH AND WEAKNESSES OF PLAINTIFF'S ALLEGATIONS**

9 29. *Defendants' Ability to Pay a Large Judgment.* The putative class and PAGA
10 claims faced unique practical challenges concerning Defendants' ability to satisfy a substantially
11 larger settlement or judgment. In evaluating the reasonableness of the Settlement, Class Counsel
12 considered not only the maximum theoretical exposure, but also the practical risk of whether
13 Defendants could pay a materially larger settlement or judgment if the case continued.

14 30. This consideration was particularly important here. H.A. Rider & Sons is not a
15 large national or publicly traded employer. Based on publicly available business information,
16 H.A. Rider & Sons appears to be a family-owned business based in Watsonville, California,
17 with an estimated company size of approximately 51 to 200 employees. Accordingly,
18 Defendants' potential exposure had to be evaluated against the practical realities of pursuing a
19 large judgment against a relatively small, family-owned regional business.

20 31. *Unlawful Off-the-Clock Policy.* Plaintiff's unpaid minimum wage and overtime
21 claims were based on the theory that employees were required to spend uncompensated time
22 waiting to clock in and out before and after shifts, and when returning from meal periods,
23 because Defendants maintained only one timeclock for each production line.

24 32. Plaintiff would have faced the burden of establishing that the off-the-clock waiting
25 time claim was capable of common proof and that common issues predominated over
26 individualized inquiries. Although the claim arose from a uniform timekeeping system, Plaintiff
27 anticipated that Defendants would argue that certification was inappropriate because the
28 existence and amount of waiting time varied by employee, shift, production line, staffing level,

1 and workday. Defendants would likely contend that some employees experienced little or no
2 waiting time, while others waited only occasionally, making liability and damages dependent
3 on individualized inquiries rather than common proof.

4 33. These same issues also created manageability and proof risks. Defendants were
5 expected to argue that adjudicating the claim would require individualized testimony regarding
6 how often employees waited, how long they waited, and whether they were under management
7 control. Although Plaintiff contends employees frequently waited approximately two to six
8 minutes per occurrence, Plaintiff would need to rely on representative testimony, declarations,
9 sampling, extrapolation, or expert analysis to estimate the unpaid time. . Defendants were
10 expected to challenge any such model as speculative and insufficient to account for
11 individualized differences, including how often each employee waited, how long each employee
12 waited, whether any alleged waiting time overlapped with paid time, and whether the alleged
13 unpaid time triggered overtime in any particular workday or workweek.

14 34. ***Unlawful Overtime Regular Rate Policy.*** Plaintiff alleges that during workweeks
15 when employees earned overtime and also worked at two or more jobsites that paid varying
16 hourly rates, Defendants failed to pay the overtime hours at 1.5 times the regular rate of pay.
17 Instead, Defendants calculated overtime using the so-called “rate-in-effect” method, which
18 bases overtime solely on the employee’s rate at the time the overtime hours were worked, which
19 can yield a lower result than the weighted average.

20 35. The law in California concerning the use of the “rate-in-effect” method is
21 unsettled. In the now-unpublished decision in *Levanoff v. Dragas*, the Court of Appeal accepted
22 the use of the rate-in-effect method where the evidence showed that the method was neutral on
23 its face and, in application, resulted in employees receiving greater overall overtime
24 compensation than they would have received under the weighted-average method. 65
25 Cal.App.5th 1079 (2021) Although *Levanoff* is unpublished and should not be cited as binding
26 authority, Defendants would likely rely on its reasoning to argue that the rate-in-effect method
27 is not categorically unlawful. Plaintiff would distinguish that reasoning on the ground that
28 Defendants’ use of the rate-in-effect method here allegedly resulted in underpayment when

1 compared to the weighted-average regular rate.

2 36. ***Unlawful Meal and Rest Periods.*** Plaintiff alleges that Defendants maintained
3 uniform policies and practices that failed to provide Plaintiff and other non-exempt employees
4 with legally compliant meal and rest periods. Specifically, Plaintiff contends that Defendants
5 failed to consistently provide timely, uninterrupted, duty-free meal and rest periods, and failed
6 to provide second meal periods when employees worked shifts exceeding ten hours.

7 37. Although Plaintiff believes the meal and rest period claims have merit, continued
8 litigation presented substantial risks. Here, Defendants maintained facially compliant written
9 meal and rest period policies. Pointing to these policies, Defendants argue that employees were
10 provided opportunities to take compliant breaks, and that any missed, late, short, or interrupted
11 breaks resulted from individualized circumstances rather than a uniform unlawful practice.
12 Relatedly, Defendants contend that meal/rest period violations cannot simply be inferred from
13 time records alone. Rather, Defendants maintain that the Court would need to determine, on an
14 employee-by-employee and shift-by-shift basis, the circumstances of each allegedly missed,
15 late, short or interrupted break. That individualized inquiry, according to Defendants, would
16 create litigation risk for Plaintiff both as to liability and as to the value of any recoverable
17 penalties.

18 38. ***Derivative Statutory Penalties.*** Plaintiff also seeks derivative waiting time
19 penalties under Labor Code section 203 and wage statement penalties under Labor Code section
20 226 based on Defendants' alleged failure to pay all wages owed to putative class members.
21 These derivative penalty claims presented significant litigation risk because their viability
22 depended, in substantial part, on Plaintiff's ability to establish the underlying wage-and-hour
23 violations. If Plaintiff did not prevail on the meal period, rest period, off-the-clock, overtime, or
24 minimum wage claims, Defendants would argue that the derivative section 203 and section 226
25 claims necessarily failed as well. Even if Plaintiff prevailed on the underlying wage claims,
26 Plaintiff must overcome the additional burden of establishing that the non-payment of wages
27 was willful. In this respect, Defendants would raise many of the same defenses discussed above,
28 including that the alleged unpaid wages turned on contested factual and legal issues, such as the

1 lawfulness of the rate-in-effect method for calculating overtime, whether the alleged off-the-
2 clock time was compensable, whether meal or rest period premiums were owed, and whether
3 any other claimed wages were due.

4 39. ***Failure to Reimburse Work-Related Expenses.*** Plaintiff alleges that employees
5 were required to use their personal telephones to call or text their supervisors and thus are
6 entitled to reimbursement. Defendants deny Plaintiff's allegations. According to Defendants,
7 employees were not required to use a personal cell phone to communicate during the workday.
8 Thus, according to Defendants, the decision to use a cell phone for business purposes is a
9 personal decision and not one required by company policy. Defendants further argue that, even
10 if Plaintiff prevailed on the merits, Plaintiff cannot establish class-wide damages. Defendants
11 contend that damages will necessarily hinge on individualized inquiries into the actual expenses
12 incurred by employees and whether each employee submitted a reimbursement request.

13 **POTENTIAL ESTIMATED VALUE OF THE CLASS & PAGA CLAIMS**

14 40. Based on the class data provided by Defendants, Class Counsel estimates that
15 Defendant could face potential maximum liability of up to approximately \$4,014,321.33 for the
16 class claims, if Plaintiff prevailed at class certification and on the merits. However, after
17 evaluating the legal risks associated with Defendants' asserted defenses, the risks of obtaining
18 and maintaining class certification, and potential collectability issues, Class Counsel concludes
19 that it is reasonable to discount Defendants' potential exposure to approximately \$668,986.65,
20 which assumes a 50% probability of certification and a 33.33% probability of prevailing on the
21 merits. Below is a summary of the potential damages and statutory penalties:

22
23
24

Alleged Labor Code Violation	Maximum Exposure	Discounted Exposure	Assumptions
Off-the-Clock Work	\$133,781.57	\$22,294.70	Fifteen Minutes of unpaid work per Pay Period

25
26
27
28

Meal/Rest Period Premiums	\$1,070,252.56	\$178,357.59	Two non-compliant meal and/or rest periods per Pay Period
Wage Statement Penalties	\$1,012,000	\$168,649.80	Maximum \$4,000 penalty per employee
Unreimbursed Business Expenses	\$203,780	\$33,959.94	\$10 in unreimbursed business expenses per Pay Period
Waiting Time Penalties	\$1,594,507.20	\$265,724.6	All Class Members separated during Class Period.
TOTAL	\$4,014,321.33	\$668,986.65	

41. These calculations were based on Defendants' representation that there are approximately 253 Class Members who worked 20,378 Pay Periods during the Class Period, and a blended average hourly rate of \$26.26.

42. By their nature, PAGA civil penalties are difficult to evaluate. At the time the Parties negotiated the Settlement, Defendant represented that 103 Aggrieved Employees had worked approximately 8,546 pay periods between December 14, 2021 to June 4, 2025. Based on that information, Class Counsel calculated that—provided Plaintiff prevailed on the merits and the default penalty of \$100 per pay period applied— Defendant's maximum potential exposure was approximately \$854,600.

43. That maximum potential exposure, however, does not account for Class Counsel's reasoned assessment of the strength of the PAGA claims or the possibility that any penalty award could be reduced pursuant to Labor Code section 2699, subdivision (e)(2). Even assuming Plaintiff prevailed on liability, I understood there to be a substantial risk that Defendant could present persuasive grounds for a reduction in PAGA penalties at trial.

44. Defendants deny, and continue to deny, Plaintiff's allegations and contend that they complied with California law at all relevant times. At a minimum, Defendants contend that they acted in good faith and attempted to comply with the Labor Code by implementing written policies that Defendants maintain were lawful and compliant. Furthermore, Defendant contends

1 Plaintiff and the Aggrieved Employees were paid for all hours worked; that a good faith dispute
2 exists as to the lawfulness of utilizing the rate-in-effect method to calculate overtime; that
3 compliant meal and rest periods were provided, and that any missed, late, or short breaks were
4 voluntary and not the result of work demands; that all wages were timely paid; that wage
5 statements complied with the Labor Code; and that no unreimbursed business expenses were
6 incurred. Plaintiff disputes those contentions and believes the claims have substantial merit.

7 45. Based on the amounts described above, Class Counsel estimates that the combined
8 exposure for the class and PAGA claims totals approximately \$754,446.65, consisting of
9 \$668,986.65 in discounted class claim exposure and \$85,460.00, representing 10% of the
10 estimated maximum PAGA penalty exposure. The Gross Settlement Amount is \$185,000.00,
11 which represents approximately 24.52% of Defendants' estimated discounted exposure.

12 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

13 46. I am of the opinion that the Settlement, for the consideration and on the terms set
14 forth in the Settlement Agreement, is fair, reasonable, and adequate, and serves the best interests
15 of the Class, the Aggrieved Employees, and the State. This opinion is based on several factors,
16 including the strengths and weaknesses of the claims and defenses, the substantial risks and
17 uncertainty of continued litigation, the possibility that Plaintiff may not prevail on one or more
18 theories of liability, the possibility that the Court could reduce any PAGA penalty award under
19 Labor Code section 2699, subdivision (e)(2), the manageability and proof issues that would arise
20 at trial, potential collectability issues associated with pursuing a substantially larger judgment,
21 and the likelihood of further delay and expense through continued litigation and any appeals.
22 My opinion is also based on the substantial investigation and discovery conducted in this Action,
23 Class Counsel's informed analysis of the maximum and realistic value of the claims, and the
24 immediate, certain, and non-reversionary relief the Settlement provides to Class Members and
25 Aggrieved Employees.

26 **ATTORNEY EXPERIENCE**

27 47. Class Counsell has a great deal of experience in wage and hour class action
28 litigation. Diversity Law Group has been approved as class counsel in a number of wage and

1 hour class actions and have extensive litigation experience.

2 48. My qualifications are as follows: I was the 2003 recipient of the Spelman
3 Presidential Scholarship to Emory University School of Law. During law school, I was a
4 summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the
5 Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from
6 Emory University in 2006 and was admitted to the California Bar in December 2006. Following
7 law school, I was an associate at Sonnenschein from September 2006 to May 2009.

8 49. Since 2009, my primary area of practice has been employment litigation. I have
9 practiced law at two pre-eminent employment defense firms. From May 2009 to June 2011, I
10 was an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate,
11 and then senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP
12 from June 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of
13 fortune 500 companies in employment litigation in both state and federal courts, as well as
14 before government agencies, including the California Department of Labor. My practice
15 included the defense of single plaintiff and multi-plaintiff lawsuits involving claims under the
16 California Fair Employment and Housing Act, the California Labor Code and the Fair Labor
17 Standards Act. I also handled a number of wage and hour class actions.

18 50. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage
19 and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
20 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
21 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate*
22 *Insurance Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*,
23 Los Angeles County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware,*
24 *Inc.*, Los Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta*
25 *Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183;
26 *Tessa Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court
27 Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia*
28 *v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v.*

1 *Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

2 51. I also second chaired two jury trials where I represented the prevailing defendant.
3 Both cases involved employees who brought claims against their former employers pursuant to
4 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
5 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
6 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

7 52. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
8 handling employment cases. I primarily represent employees.

9 53. I have been approved as class counsel in numerous wage/hour class actions that
10 have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
11 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
12 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
13 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
14 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
15 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa
16 Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los
17 Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville*
18 *Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v.*
19 *Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Cody*
20 *Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the Eastern District of California
21 Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma
22 County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company*
23 *Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v.*
24 *Converse, Inc.*, U.S. District Court for the Northern District of California Case No. 15-cv-03746-
25 NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-
26 00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*,
27 Santa Clara Superior Court Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*,
28 Santa Clara Superior Court Case No. 19CV341582.

1 54. I was lead trial counsel on two bench trials, in which the Plaintiff were the
2 prevailing party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*,
3 Santa Clara County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms*
4 *California, Inc.*, Monterey County Superior Court Case No. 18CV001381.

5 **NOTICE TO LWDA**

6 55. Concurrently with the filing of the Motion to Approve PAGA Settlement, my
7 office uploaded the Motion, Agreement, and proposed order to the LWDA's website. Attached
8 hereto as **Exhibit 3** is a true and correct copy of the submission confirmations.

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

11 This declaration was executed on August 5, 2026, in Los Angeles, California.

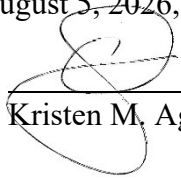
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13 _____
14 Kristen M. Agnew
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EXHIBIT 1

1 B. James Fitzpatrick (SBN: 129056)
2 FITZPATRICK & SWANSTON
3 555 S. Main Street
4 Salinas, CA 93901
5 Telephone: (831) 755-1311
6 Facsimile: (831) 755-1319

7 Larry W. Lee (SBN: 228175)
8 Kristen M. Agnew (SBN 247656)
9 DIVERSITY LAW GROUP, P.C.
10 515 South Figueroa Street, Suite 1250
11 Los Angeles, California 90071
12 Telephone: (213) 488-6555
13 Facsimile (213) 488-6554

14 Attorneys for Plaintiff,
15 GERARDO POLIN on behalf of himself
16 and all similarly aggrieved employees

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SANTA CRUZ**

13 GERARDO POLIN on behalf of himself
14 and all similarly aggrieved employees

15 Plaintiff,

16 v.

17 H.A. RIDER & SONS, INC.; and DOES 1
18 through 50, inclusive,

19 Defendants.

Case No. 23CV00417

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

1 This Joint Stipulation of Class and PAGA Representative Action Settlement
2 (“Agreement,” “Settlement,” or “Settlement Agreement”) is made and entered into by and
3 between Plaintiff Gerardo Polin, on behalf of himself, Class Members and Aggrieved
4 Employees (collectively “Plaintiffs”) and Defendants H.A. Rider & Sons, Inc., H.A. Rider &
5 Sons, a general partnership, George Rider, Robert Rider, and Thomas Rider (collectively
6 “Defendants”) (collectively with Plaintiffs, the “Parties”).

7 **A. DEFINITIONS**

8 The following definitions are applicable to this Agreement. Definitions contained
9 elsewhere in this Agreement shall also be effective:

10 1. “Action” means *Gerardo Polin et. al. v. H.A. Rider & Sons, Inc. et. al.*, Case No.
11 23CV00417, filed on February 17, 2023, in the Superior Court of the State of California for
12 the County of Santa Cruz.

13 2. “Aggrieved Employee(s)” means all current and former hourly non-exempt
14 employees who worked for Defendants in California at any time during the period of February
15 17, 2022, through November 4, 2025.

16 3. “Agreement,” “Settlement,” or “Settlement Agreement” means this Joint
17 Stipulation of Class and PAGA Representative Action Settlement.

18 4. “Class” or “Class Member(s)” means all current and former hourly non-exempt
19 employees who worked for Defendants in California at any time during the period of February
20 17, 2019, through November 4, 2025.

21 5. “Class Counsel” means B. James Fitzpatrick of Fitzpatrick & Swanston, and Larry
22 W. Lee and Kristen M. Agnew of Diversity Law Group, P.C.

23 6. “Class Counsel Award” means such award of fees and costs and expenses as the
24 Court may authorize to be paid to Class Counsel for the services they have rendered and will
25 render in the Action. Defendants agree not to oppose the Class Counsel Award of up to one-
26 third (1/3) of the Gross Settlement Amount (\$185,000.00), *i.e.*, the sum of Sixty-One Thousand
27 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$61,666.67), and costs in the amount of
28 up to Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court finally approving this
Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be

added to the Net Settlement Amount.

7. “Class List” means information regarding all Class Members that H.A. Rider & Sons, a general partnership, will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel spreadsheet and shall include: each Class Member’s full name; employee number; most recent mailing address; Social security number; the total number of Pay Periods during which each Class Member worked during the Class Period; and the total number of Pay Periods during which each Aggrieved Employee worked during the PAGA Period.

8. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

9. “Class Period” means the period from February 17, 2019, through November 4, 2025.

10. “Class Representative” means Plaintiff Gerardo Polin.

11. “Court” means the Superior Court for the State of California, County of Santa Cruz, or any other court taking jurisdiction of the Action.

12. “Defendants” means H.A. Rider & Sons, Inc., H.A. Rider & Sons, a general partnership, George Rider, Robert Rider, and Thomas Rider.

13. “Defense Counsel” means James Gumberg, Nina Patane, Anais Mora and Harrison Osaki of Patane Gumberg Avila, LLP.

14. “Effective Date” means the date on which the Judgment becomes final. For purposes of this Settlement Agreement, the Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Judgment (this time period shall not be less than 60 calendar days after the Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

15. “Final Approval” means that the Final Approval Order and Judgment have been

entered by the Court.

16. “Gross Settlement Amount” means the maximum settlement amount of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) to be paid by H.A. Rider & Sons, a general partnership, as a result of this Agreement. The Gross Settlement Amount includes all Individual Class Payments to Participating Class Members, Service Award to Plaintiff Gerardo Polin, Settlement Administration Costs to the Settlement Administrator, PAGA Fund, and Class Counsel Award.

17. “Individual Class Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member.

18. “Individual PAGA Payment” means the amount payable from the PAGA Fund to each Aggrieved Employee.

19. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Service Award, Settlement Administration Costs, PAGA Fund, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

20. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, address, telephone number, and signature; (ii) a written statement of basis for the objection; and (iii) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice and must be postmarked by the Response Deadline.

21. “Operative Complaint” means the operative Second Amended Class and Representative Action Complaint filed by Plaintiff Gerardo Polin in this Action.

22. “PAGA Fund” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Fund shall be Ten Thousand Dollars (\$10,000.00). Seventy-five percent (75%) of the PAGA Fund will be paid to the Labor Workforce and Development Agency and twenty-five

percent (25%) will be allocated to the Individual PAGA Payments. The amount of the PAGA Fund is subject to Court approval pursuant to California Labor Code § 2699(l).

23. “PAGA Notice” means Plaintiff Gerardo Polin’s February 17, 2023 letter to the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties.

24. “PAGA Period” means the period from February 17, 2022, through November 4, 2025.

25. “Participating Class” or “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

26. “Parties” means Plaintiffs and Defendants, collectively.

27. “Pay Period(s)” means any pay period during which a Class Member and/or Aggrieved Employee was employed by Defendants and worked in California.

28. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

29. “Released Class Claims” means all claims that were pled in the Action, or reasonably could have been pled based on the factual allegations in the Operative Complaint, including but not limited to claims for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 223, 226, 226.7, 246, 510, 512, 558, 1174, 1175, 1194, 1198, 1199 and 2802 that occurred during the Class Period.

30. “Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act of 2004 that were alleged in the PAGA Notice and/or pled in the Action, or which could have reasonably been alleged in the PAGA Notice or pled in the Action based on the factual allegations set forth in the PAGA Notice or the Operative Complaint, including but not limited to claims for violation of Labor Code sections 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802 that occurred during the PAGA Period.

31. “Released Parties” means Defendants, and their respective present and former officers, directors, owners, principals, shareholders, insurers, employees, agents, and their respective successors, predecessors in interest, subsidiaries, affiliates, and parents.

1 32. “Request for Exclusion” means a timely letter submitted by a Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i)
3 clearly state that the Class Member does not wish to be included in the Settlement; (ii) set forth
4 the name, address, telephone number, and last four digits of the Social security number of the
5 Class Member requesting exclusion; (iii) be signed by the Class Member; (iv) be returned by
6 mail to the Settlement Administrator at the specified address indicated in the Class Notice; and
7 (v) be postmarked on or before the Response Deadline.

8 33. “Response Deadline” means forty-five (45) days after the Settlement
9 Administrator initially mails the Class Notice to Class Members, and the last date on which
10 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

11 34. “Service Award” means the amount that the Court authorizes to be paid to Plaintiff
12 Gerardo Polin, in addition to his Individual Class Payment, in recognition of his efforts and risks
13 in assisting with the prosecution of the Action. Subject to the Court granting final approval, the
14 Parties agree that Plaintiff Gerardo Polin shall be paid up to Five Thousand Dollars (\$5,000.00)
15 from the Gross Settlement Amount as the Service Award. Any portion of the Service Award not
16 awarded to Plaintiff Gerardo Polin shall be added to the Net Settlement Amount.

17 35. “Settlement” means the agreement among the Parties to resolve the Action, as set
18 forth in this Agreement.

19 36. “Settlement Administration Costs” means the fees and expenses reasonably
20 incurred by the Settlement Administrator as a result of the procedures and processes expressly
21 required by this Agreement, which are estimated not to exceed \$7,250.00. Any portion of the
22 Settlement Administration Costs not used or approved by the Court shall be added to the Net
23 Settlement Amount.

24 37. “Settlement Administrator” means Phoenix, Class Action Administration
25 Solutions.

26 38. “Settlement Payment Check” means the payment to Participating Class Members
27 and/or the payment to Aggrieved Employees.

28 **B. RECITALS**

1. This Settlement is made and entered into by and between the Parties, and is subject

1 to the terms and conditions hereof, and to the Court's approval. The Parties expressly
2 acknowledge that this Agreement is entered into solely for the purpose of compromising
3 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing
4 by Defendants. Defendants deny that they are liable to Plaintiffs and deny that they have violated
5 any law.

6 2. On February 17, 2023, Plaintiff Gerardo Polin filed a notice with the Labor &
7 Workforce Development Agency alleging that H.A. Rider & Sons violated Labor Code §§ 201,
8 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1194, 1197,
9 1197.1, 1198, 1199, 2699, 2800, 2802, pursuant to Labor Code § 2699. ("PAGA Notice")

10 3. On February 17, 2023, Plaintiff Gerardo Polin initiated this action in Santa Cruz
11 County Superior Court, asserting causes of action on his behalf and on behalf of all others
12 similarly situated, for: (i) failure to provide meal periods or compensation in lieu thereof, in
13 violation of Labor Code §§ 226.7, 512 and 1198; (ii) failure to provide rest periods or
14 compensation in lieu thereof, in violation of Labor Code §§ 226.7, 512 and 1198; (iii) failure to
15 pay hourly and overtime wages, in violation of Labor Code §§ 1194 and 1198; (iv) failure to
16 comply with itemized employee wage statement requirements, in violation of Labor Code §§
17 226, 1174 and 1175; (v) failure to pay all wages upon termination, in violation of Labor Code
18 §§ 201, 202 and 203; (vi) failure to reimburse business expenses, in violation of Labor Code §
19 2802; and (vii) unfair business practices, in violation of Business and Professions Code §17200.

20 4. On June 7, 2023, Plaintiff Gerardo Polin filed the First Amended Complaint for
21 Damages, Penalties and Injunctive Relief, which adds a cause of action for violation of Labor
22 Code § 2698 *et seq.* based on the alleged Labor Code violations set forth in the PAGA Notice.

23 5. On November 17, 2023, Plaintiff Gerardo Polin filed an Amendment to
24 Complaint, substituting George Rider dba H.A. Rider & Sons, Robert Rider dba H.A. Rider &
25 Sons, and Thomas Rider dba H.A. Rider & Sons for fictitiously named defendants (DOE 1,
DOE 2 & DOE 3).

26 6. On June 21, 2024, Plaintiff Gerardo Polin filed an additional Amendment to
27 Complaint, substituting H.A. Rider & Sons, a general partnership for DOE 4.

28 7. On or about July 10, 2025, the Parties agreed to participate in private mediation

1 with Elizabeth Leitzinger. In connection with the mediation, Defendants provided the number
2 of Class Members who were employed during the period of February 17, 2019 through October
3 13, 2025, the number of pay periods Class Members worked during the period of February 17,
4 2019 through October 13, 2025, the number of separated Class Members, and the number of
5 Aggrieved Employees who were employed during the period of February 17, 2022 through
6 October 13, 2025. Defendants also produced wage statements, meal period waivers and time
7 and payroll records for Class Members, policy documents and other information to satisfy the
8 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
9 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
10 (“Dunk/Kullar”).

11 8. On November 12, 2025, the Parties participated in private mediation with
12 Elizabeth Leitzinger. After the exchange of further information and extended negotiations,
13 Plaintiffs and Defendants reached the present class-wide and representative settlement.

14 9. To effectuate the settlement, the Parties agreed to the filing of a Second Amended
15 Class and Representative Action Complaint for the limited purpose of adding H.A. Rider &
16 Sons, a general partnership, George Rider, Robert Rider, and Thomas Rider, as named
17 defendants to the seventh cause of action for violation of Labor Code section 2698 *et seq.*
18 (“PAGA”). This step must be completed prior to Preliminary Approval of the Settlement.

19 10. The Parties recognize the risk, expense, and delay in continuing the Action, and
20 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
21 desire to settle, compromise, and discharge all disputes and claims arising from or relating to
22 the Action.

23 **C. TERMS OF AGREEMENT**

24 1. Settlement Consideration. H.A. Rider & Sons, a general partnership, shall pay the
25 Gross Settlement Amount as specified in this Agreement (\$185,000), which shall be used to
26 pay: (i) Individual Class Payments; (ii) Class Counsel Award; (iii) Service Award; (iv)
27 Settlement Administration Costs; and (v) PAGA Fund. Subject to the escalator clause set forth
28 in Paragraph C-2 below, this amount is the maximum total amount to be paid by Defendants, in
connection with this Agreement, with the exception of the employer’s share of employer payroll

1 taxes owed on the wage portion of the Individual Class Payments, which shall be paid separate
2 and in addition to the Gross Settlement Amount by H.A. Rider & Sons, a general partnership.
3 The Parties agree that this is a non-reversionary settlement and that no portion of the Gross
4 Settlement Amount shall revert to Defendants. The Settlement Administrator will disburse the
5 entire Gross Settlement Amount without asking or requiring Participating Class Members or
6 Aggrieved Employees to submit any claim as a condition of employment.

7 2. Escalator Clause. For the purpose of calculating the Gross Settlement Amount,
8 Defendants have represented that Class Members worked 20,378 Pay Periods during the Class
9 Period. If the total number of Pay Periods worked by Class Members during the Class Period
10 exceeds 20,378 by more than ten percent (10%) (*i.e.*, the Pay Period count is greater than
11 22,416), then the Gross Settlement Amount shall be adjusted on a *pro rata* basis equal to the
12 percentage increase above 10%. For example, if the total number of Pay Periods increases by
13 11%, then the Gross Settlement Amount shall be increased by 1%.

14 3. Funding of the Gross Settlement Amount. H.A. Rider & Sons, a general
15 partnership, shall make a one-time deposit of the Gross Settlement Amount into a Qualified
16 Settlement Fund to be established by the Settlement Administrator. The Gross Settlement
17 Amount shall be deposited within fifteen (15) business days of the Effective Date. In addition,
18 the employer's share of all applicable payroll taxes shall also be deposited with the Settlement
19 Administrator within fifteen (15) business days of the Effective Date.

20 4. Class Counsel Award. Defendants agree not to oppose or impede any application
21 or motion by Class Counsel for attorneys' fees of up to one-third (1/3) of the Gross Settlement
22 Amount, *i.e.*, the sum of Sixty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
23 Cents (\$61,666.67), and costs in the amount of up to Twenty-Five Thousand Dollars
24 (\$25,000.00), which shall be paid from the Gross Settlement Amount. It is understood by Class
25 Counsel that the Court has final discretion in any fee award. The Settlement Administrator shall
26 issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and
27 expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added
28 to the Net Settlement Amount and shall be distributed to Class Members as provided in this
Agreement.

1 5. Service Award. Defendants agree not to oppose or impede any application or
2 motion by Plaintiff Gerardo Polin for a Service Award of up to Five Thousand Dollars
3 (\$5,000.00). The Service Award shall be paid from the Gross Settlement Amount and shall be
4 paid in addition to Plaintiff Gerardo Polin's Individual Class Payment and/or Individual PAGA
5 Payment. It is understood by Class Counsel and Plaintiff Gerardo Polin that the Court has final
6 discretion in any Service Award. The Settlement Administrator shall issue an IRS Form 1099
7 to Plaintiff Gerardo Polin reflecting the Service Award. Plaintiff Gerardo Polin shall be solely
8 and legally responsible to pay any and all applicable taxes on his Service Award and shall
9 hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as
10 a result of the payment of the Service Award. Any portion of the Service Award not awarded
11 to Plaintiff Gerardo Polin shall be added to the Net Settlement Amount and shall be distributed
12 to Class Members as provided in this Agreement.

13 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
14 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not
15 to exceed \$7,250.00. These costs, which shall be paid from the Gross Settlement Amount, shall
16 include, *inter alia*, the required tax reporting on the Individual Class Payments and Individual
17 PAGA Payments, including calculating employer taxes and forwarding all payroll taxes and
18 other legally required withholdings to the appropriate government authorities, issuing of IRS
19 Forms W-2, IRS Forms 1099, and other tax forms as necessary, establishing a Qualified
20 Settlement Fund, administering and distributing the Gross Settlement Amount pursuant to this
21 Agreement and the Court's Order, and providing necessary reports and declarations. Any
22 portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement
23 Amount and shall be distributed to Class Members as provided in this Agreement.

24 7. PAGA Fund. Subject to Court approval, the Parties agree that the amount of Ten
25 Thousand Dollars (\$10,000.00) of the Gross Settlement Amount shall be designated for
26 satisfaction of claims for civil penalties under the PAGA. The Settlement Administrator shall
27 pay seventy-five percent (75%) of the PAGA Fund, *i.e.*, the sum of Seven Thousand Five
28 Hundred Dollars (\$7,500.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the
sum of Two thousand Five Hundred Dollars (\$2,500.00), shall be distributed to Aggrieved

1 Employees on a *pro rata* basis, based on the number of Pay Periods in which the employee
2 worked during the PAGA Period.

3 8. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
4 Individual Class Payments to Participating Class Members. The Settlement Administrator will
5 allocate the Individual Class Payments by first dividing the Net Settlement Amount by the
6 total number of Pay Periods worked by Class Members during the Class Period. That value
7 will then be multiplied by the number of Pay Periods worked by each individual Class Member
8 during the Class Period. Participating Class Members are entitled to 100% of the Net
9 Settlement Amount. Defendants maintain no reversionary right to any portion of the Net
10 Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement
11 Administrator shall proportionately increase the Individual Class Payments for each
12 Participating Class Member so that the amount actually distributed to Participating Class
13 Members equals 100% of the Net Settlement Amount.

14 9. No Credit Toward Benefit Plans. The Individual Class Payments made to Class
15 Members under this Agreement, Individual PAGA Payments made to Aggrieved Employees,
16 and Service Award made to Plaintiff Gerardo Polin, as well as any other payments made
17 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
18 benefit plans to which any Class Members or Aggrieved Employees may be eligible, including,
19 but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
20 plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention
21 that this Settlement will not affect any rights, contributions, or amounts to which any Class
22 Members or Aggrieved Employees may be entitled under any benefit plans.

23 10. Settlement Administration Process. The Parties agree to cooperate in the
24 administration of the Settlement and to make all reasonable efforts to control and minimize the
25 costs and expenses incurred in the administration of the Settlement. The Settlement
26 Administrator shall provide the following services:

- 27 a. Establish and maintain a Qualified Settlement Fund account;
- 28 b. Calculate the amount of the Settlement each Class Member and Aggrieved Employee is eligible to receive;

c. Verify the last known address for each Class Member and Aggrieved Employee through a generally utilized, national address update database prior to mailing the Class Notice;

d. Print and mail the Class Notice;

e. Establish and maintain a static website and toll-free informational telephone support line to assist Class Members and Aggrieved Employees who have questions regarding the Class Notice;

f. Conduct additional address searches for mailed Class Notices that are returned as undeliverable and, to the extent new and more current addresses are found, also reprint and re-mail Class Notices accordingly;

g. Field inquiries from Class Members, and administer any Requests for Exclusion or Notices of Objection;

h. Calculate, print and issue Settlement Payment Checks, and prepare IRS Forms W-2 and 1099;

i. Issue payments pursuant to the terms of this Agreement and as approved by the Court; and

j. Provide declarations and/or other information to the Court as requested.

11. Delivery of the Class List. Within ten (10) business days after the Court enters its Preliminary Approval Order, H.A. Rider & Sons, a general partnership, shall provide the Class List to the Settlement Administrator.

12. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the Class List, the Settlement Administrator shall mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

13. Confirmation of Contact Information in the Class List. Prior to mailing the Class Notice, the Settlement Administrator will perform a search based on the National Change of Address Database and an Accurint (or substantially similar) in-depth skip trace in order to obtain the best possible address for each Class Member. Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via

1 regular First-Class U.S. Mail to any forwarding address affixed thereto and the Settlement
2 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding
3 address is provided, the Settlement Administrator will promptly attempt to determine the correct
4 address using a skip-trace, or other search using the name, address and/or Social Security
5 number of the Class Member involved and will then perform a single re-mailing. Those Class
6 Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have
7 between the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to
8 submit a Request for Exclusion or a Notice of Objection to the Settlement.

9 14. Class Notices. Each Class Member and Aggrieved Employee will be mailed a
10 Class Notice, substantially in the form attached as Exhibit A. Each Class Notice will provide,
11 among other information: (i) information regarding the nature of the Action; (ii) a summary of
12 the Settlement's principal terms; (iii) the Class definition; (iv) the Aggrieved Employee
13 definition; (v) the total Pay Periods worked in the Class Period and PAGA Period; (vi) the
14 formula for calculating Individual Class Payments and each Class Member's estimated
15 Individual Class Payment; (vii) the formula for calculating Individual PAGA Payments and each
16 Aggrieved Employee's estimated Individual PAGA Payment; (viii) the dates which comprise
17 the Class Period and the PAGA Period; (ix) instructions on how to submit a Request for
18 Exclusion or Notice of Objection; (x) the deadlines by which the Class Member must postmark
19 a Request for Exclusion or Notice of Objection; and (xi) the claims to be released. The Class
20 Notice will also inform Class Members that in order to receive the Individual Class Payment
21 and/or Individual PAGA Payment, they do not need to do anything except keep the Settlement
22 Administrator apprised of their current mailing addresses.

23 15. Request for Exclusion Procedures. Any Class Member, other than Plaintiff
24 Gerardo Polin, may opt-out from the Settlement by submitting a written Request for Exclusion
25 to the Settlement Administrator postmarked by the Response Deadline. A Request for Exclusion
26 must: (i) contain sufficient information to identify the Class Member requesting exclusion
27 (name, address, telephone number, last four digits of the Social security number); (ii) clearly
28 state that the Class Member does not wish to be included in the Settlement; (iii) be signed by
the Class Member; (iv) be returned by mail to the Settlement Administrator at the specified

1 address; and (v) be postmarked on or before the Response Deadline. The date of the postmark
2 shall be the exclusive means to determine whether a Request for Exclusion is timely. By
3 submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his
4 or her option to opt out of the Settlement and not be bound by this Agreement, except that in
5 light of the binding nature of a PAGA judgment on Aggrieved Employees, Class Members
6 employed during the PAGA Period (as Aggrieved Employees) who exclude themselves from
7 this Settlement shall still be bound by the Released PAGA Claims. At no time shall any of the
8 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a
9 Request for Exclusion. Class Counsel shall not represent any Class Members with respect to any
10 such request.

11 16. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
12 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
13 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,
14 including those pertaining to the Released Class Claims, as well as any Judgment that may be
15 entered by the Court. Additionally, Class Members employed during the PAGA Period shall be
16 bound by the Released PAGA Claims, as well as any Judgment that may be entered by the Court
thereon, regardless of whether they opt-out of the Settlement.

17 17. Disputed Information on Notice Packets. Class Members and Aggrieved
18 Employees will have an opportunity to dispute the information provided in their Class Notice.
19 To the extent Class Members or Aggrieved Employees dispute their total Pay Periods, they may
20 produce evidence to the Settlement Administrator showing that such information is inaccurate.
21 Class Members and Aggrieved Employees must submit their disputes before the Response
22 Deadline. The Settlement Administrator will decide each dispute. Defendants' records will be
23 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the
24 Class Member and will make the final decision as to the merits of the dispute. All disputes will
25 be decided within ten (10) business days of the Response Deadline. The Court may review any
26 decision made by the Settlement Administrator regarding a claim dispute.

27 18. Objection Procedures. Any Class Member who does not opt-out of this Settlement
28 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must

1 return by mail a written statement of objection to the Settlement Administrator at the specified
2 address by the Response Deadline. The Notice of Objection must include: (i) the objector's full
3 name, address, telephone number, and signature; (ii) a written statement of the basis for the
4 objection; and (iii) any copies of papers, briefs, or documents upon which the objection is based.
5 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
6 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
7 Class Counsel shall not represent any Class Members with respect to any such objections to this
8 Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed
9 to object to this Settlement.

10 19. Defendants' Right to Rescind. If more than twelve (12) Class Members opt-out of
11 the Settlement by submitting valid and timely Requests for Exclusion, Defendants have the
12 unilateral right to rescind the Parties' Settlement. Defendants shall exercise the option to rescind
13 within ten (10) business days of written notification by the Settlement Administrator of opt-outs
14 exceeding twelve (12), or the right shall be waived. If Defendants exercise the option to rescind,
15 Defendants shall: (i) provide written notice to Class Counsel and (ii) pay all Settlement
16 Administration Costs incurred by the Settlement Administrator up to the date of Defendant's
17 notice to rescind. Said costs may not exceed \$7,250. In the event the Settlement is terminated,
18 the Parties shall proceed in all respects as if this Agreement had not been executed. The Parties
19 agree that they will not encourage any Class Member to object to the Settlement or to opt-out.

20 20. Settlement Administrator's Reports of Information. The Settlement Administrator
21 shall provide Defense Counsel and Class Counsel a weekly report that certifies the number of
22 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
23 Administrator will provide to counsel for both Parties any updated reports regarding the
24 administration of the Settlement as needed or requested. The Settlement Administrator shall also
25 forward to Parties' counsel any Notices of Objection received immediately upon receipt.
26 Further, the Settlement Administrator shall immediately forward any Request for Exclusion to
27 the Parties' counsel so that they can determine whether the Request for Exclusion is valid and
28 timely.

21. Distribution Timing of Individual Class Payments. Within 30 (thirty) calendar

1 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating
2 Class Members; (ii) Aggrieved Employees; (iii) the LWDA; (iv) Plaintiff Gerardo Polin; and
3 (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-
4 approved services performed in connection with the Settlement.

5 22. Uncashed Settlement Payment Checks. Any Settlement Payment Check issued by
6 the Settlement Administrator to Participating Class Members and/or Aggrieved Employees shall
7 be negotiable for not less than one hundred eighty (180) days from the date of their issuance.
8 This is a non-reversionary settlement. All Settlement Payment Checks that remain un-cashed
9 within one hundred eighty (180) days of mailing by the Settlement Administrator shall be paid
10 out pursuant to California Code of Civil Procedure § 384 to the following *cy pres* recipient:
11 Legal Aid at Work. The Parties each represent that they do not have any financial interest in
12 Legal Aid at Work, or otherwise have a relationship with Legal Aid at Work that could create a
13 conflict of interest. The Participating Class Members and Aggrieved Employees whose
14 uncashed settlement checks are paid in *cy pres* will nevertheless be bound by the terms and
15 releases of this Settlement.

16 23. Certification of Completion. Upon completion of administration of the Settlement,
17 the Settlement Administrator shall provide a written declaration under oath to certify such
18 completion to the Court and counsel for all Parties.

19 24. Administration Costs if Settlement Fails or is Delayed. If a Notice of Objection to
20 the Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken,
21 or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator
22 shall be borne equally by Defendants and Plaintiffs, unless otherwise specified in this
23 Agreement.

24 25. Tax Treatment of Individual Class Payments. All Individual Class Payments shall
25 be allocated as follows: eighty-five percent (85%) as penalties and interest and reported on an
26 IRS Form 1099; and fifteen percent (15%) shall be attributed to wages and reported on an IRS
27 Form W-2. Participating Class Members are responsible for their share of the payroll taxes,
28 which shall be deducted from their Individual Class Payments. H.A. Rider & Sons, a general
partnership, is responsible for the employer's share of payroll taxes on the wage portion and will

1 deposit said sum in addition to the Gross Settlement Amount.

2 26. Treatment of Individual PAGA Payments. All Individual PAGA Payments shall
3 be allocated as 100% penalties and shall be reported on an IRS Form 1099 by the Settlement
4 Administrator.

5 27. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator shall be responsible for issuing to Plaintiff Gerardo Polin, Participating Class
7 Members, Aggrieved Employees, and Class Counsel, IRS Form W-2, IRS Form 1099, or other
8 tax forms as may be required by law for all amounts paid pursuant to this Agreement.

9 28. Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and
10 Class Counsel make no representation as to the tax treatment or legal effect of the payments
11 called for hereunder, and Plaintiff Gerardo Polin, Participating Class Members, and Aggrieved
12 Employees are not relying on any statement, representation, or calculation by Defendants,
13 Defense Counsel, Class Counsel, or by the Settlement Administrator in this regard. Plaintiff
14 Gerardo Polin, Participating Class Members, and Aggrieved Employees understand and agree
15 that they will be solely responsible for the payment of any and all taxes and penalties assessed
16 on their respective payments described herein and will defend, indemnify, and hold Defendants,
17 Defense Counsel, Class Counsel, and the Settlement Administrator free and harmless from and
18 against any claims resulting from treatment of such payments as non-taxable penalties/damages.

19 29. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
20 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
21 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
22 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
23 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
24 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
25 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
26 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
27 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
28 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT

1 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
2 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
3 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
4 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
5 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
6 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
7 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
8 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
9 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
10 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
11 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
12 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
13 TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

14 30. No Prior Assignments. The Parties and their counsel represent, covenant, and
15 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
16 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
17 demand, action, cause of action, or right herein released and discharged.

18 31. Release of Claims by Participating Class Members. Upon the payment of the
19 Gross Settlement Amount, Plaintiff Gerardo Polin and all Participating Class Members hereby
20 do and shall be deemed to have fully, finally, and forever released, settled, compromised,
21 relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of
22 and from any and all Released Class Claims. No claims outside the Class Period are released by
23 this Agreement.

24 32. Release of Claims by Aggrieved Employees. Upon the payment of the Gross
25 Settlement Amount, Plaintiff Gerardo Polin and all Aggrieved Employees hereby do and shall
26 be deemed to have fully, finally, and forever released, settled, compromised, relinquished and
27 discharged, to the fullest extent possible, any and all of the Released Parties of and from any
28 and all Released PAGA Claims. Nothing in this Agreement shall be construed to release, waive,
or preclude any direct, individual claims by Aggrieved Employees for alleged violations of the

1 California Labor Code that are not encompassed within the Released Class Claims.

2 33. Release of Claims by Plaintiff Gerardo Polin. As a condition to obtaining the
3 Service Award provided for herein, Plaintiff Gerardo Polin (on behalf of himself and his spouse,
4 heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general
5 release of any and all claims against Defendants and Released Parties—which shall include
6 without limitation any and all claims which in any way relate to his employment with
7 Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether
8 pled in the Action or not, including but not limited to any claims under the FLSA, Title VII,
9 ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission
10 Wage Order—now existing or arising in the future, based on any act, omission, event,
11 occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, except
12 for those claims that may be prohibited by law, such as claims for workers' compensation
13 benefits. Plaintiff further expressly waives and relinquishes, to the fullest extent permitted by
14 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which
15 provides: **"A general release does not extend to claims that the creditor or releasing party
16 does not know or suspect to exist in his or her favor at the time of executing the release
17 and that, if known by him or her, would have materially affected his or her settlement with
18 the debtor or released party."**

19 34. Nullification of Settlement. In the event that the Settlement does not become final
20 for any reason, then this Agreement, and any documents generated to bring it into effect, shall
21 be null and void. Any order or judgment entered by the Court in furtherance of this Agreement
22 shall likewise be treated as void from the beginning.

23 35. Disputes Regarding Administration of Settlement. Any disputes not resolved by
24 the Settlement Administrator concerning the administration of the Settlement will be resolved
25 by the Court under the laws of the State of California. Prior to any such involvement of the
26 Court, counsel for the Parties will confer in good faith to resolve the disputes without the
27 necessity of involving the Court.

28 36. Preliminary Approval Hearing & Amendment of Complaint. Within four months
of execution of this Agreement, Plaintiffs shall obtain a hearing before the Court and file a

1 motion to request Preliminary Approval of the Settlement, conditional certification of the Class,
2 and the entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and
3 (ii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
4 Order shall provide for the Class Notice to be sent to all Class Members as specified herein. In
5 conjunction with the Preliminary Approval hearing, Plaintiffs shall submit this Agreement,
6 which sets forth the terms of this Settlement, and will include the proposed Class Notice,
7 attached to this Agreement as Exhibit A. Prior to Preliminary Approval, Plaintiffs must have
8 completed the filing of the Second Amended Class and Representative Action Complaint for
9 the limited purpose of adding H.A. Rider & Sons, a general partnership, George Rider, Robert
10 Rider, and Thomas Rider, as named defendants to the seventh cause of action for violation of
11 Labor Code section 2698 et seq. ("PAGA") as agreed at mediation and required by the terms of
12 this Agreement. Defendants shall cooperate with Plaintiffs in providing information to the Court
13 necessary to obtain Court approval of the settlement.

14 37. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
15 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
16 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
17 Final Approval of the Settlement along with the amounts properly payable for the (i) Individual
18 Class Payments; (ii) PAGA Fund; (ii) Class Counsel Award; (iii) Service Award; and (iv)
19 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
20 necessary to obtain final approval. Class Counsel will also be responsible for drafting the
21 attorneys' fees and costs application to be heard at the Final Approval Hearing.

22 38. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
23 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent
24 with the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
25 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
26 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters
27 as may be appropriate under court rules or as set forth in this Agreement.

28 39. Exhibits. Exhibits to this Agreement are an integral part of the Settlement. This
Agreement has only one exhibit, Exhibit A.

1 40. Confidentiality Preceding Preliminary Approval. The Parties and their attorneys
2 will keep this Agreement confidential until the filing of the motion for preliminary approval.
3 Thereafter, the Parties and their counsel agree that they will not issue any press releases, or
4 initiate any contact with the press, about the fact, amount or terms of the Settlement.
5 Notwithstanding the above, nothing in this paragraph and/or the confidentiality obligations
6 stated herein, shall be construed to interfere with Class Counsel's communications with Class
7 Members or limit Class Counsel from complying with ethical obligations under the Agreement,
8 nor will it preclude Class Counsel from referring to the Settlement in any future Court filings
9 (whether in this case or in other proceedings) in support of its qualifications as counsel. The
10 Parties may also make public statements to the Court as necessary to obtain approval of the
11 Settlement.

12 41. Entire Agreement. This Agreement and any attached Exhibits constitute the
13 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral
14 negotiations or agreements may be deemed binding on the Parties.

15 42. Disputes Regarding Settlement Agreement. If the Parties have a dispute relating
16 in any way to the Settlement of the Action, the Parties agree to attempt to engage Elizabeth
17 Leitzinger for additional, good-faith mediation prior to dissolving the settlement and re-
18 engaging in active litigation.

19 43. Enforcement Actions. In the event that one or more of the Parties institutes any
20 legal action or other proceeding against any other Party or Parties to enforce the provisions of
21 this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party
22 or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable
23 attorneys' fees and costs in connection with any enforcement actions.

24 44. Amendment or Modification. No amendment, change, or modification to this
25 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
26 counsel.

27 45. Authorization to Enter into Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this
Agreement and to take all appropriate actions required or permitted to be taken by the Parties

1 pursuant to this Agreement to effectuate its terms and to execute any other documents required
2 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
3 other and use their best and good-faith efforts to effect the implementation of the Settlement. If
4 the Parties are unable to reach agreement on the form or content of any document needed to
5 implement the Settlement, or on any supplemental provisions that may become necessary to
6 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
7 such disagreement.

8 46. Binding on Successors and Assigns. This Agreement shall be binding upon, and
9 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously
10 defined.

11 47. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
12 governed by and interpreted according to the laws of the State of California.

13 48. Execution in Counterparts. The Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them, including facsimile, DocuSign,
15 electronic signature, email, or scanned copies of the signature page, shall be accepted as an
16 original and deemed to be one and the same instrument.

17 49. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
18 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
19 this Settlement after arm's-length negotiations, mediation, and in the context of adversarial
20 litigation, taking into account all relevant factors, present and potential. The Parties further
21 acknowledge that they are each represented by competent counsel and that they have had an
22 opportunity to consult with their counsel regarding the fairness and reasonableness of this
23 Agreement.

24 50. Invalidity of Any Provision. Before declaring any provision of this Agreement
25 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
26 possible consistent with applicable precedents so as to define all provisions of this Agreement
27 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court
28 shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the
Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or

unenforceable provision had never been included in this Agreement.

51. Waiver of Certain Appeals. Plaintiff and Defendants agree to waive appeals to the extent waivable; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below the amount Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's terms.

52. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants are liable to Plaintiff or any Class Member.

53. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendants, or

1 to establish the existence of any condition constituting a violation of, or a non-compliance with,
2 federal, state, local, or other applicable law.

3 54. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 55. Waiver. No waiver of any condition or covenant contained in this Agreement or
7 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right, or
9 remedy.

10 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
12 strictly against one Party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arm's-length
14 negotiations between the Parties, all Parties have contributed to the preparation of this
15 Agreement.

16 57. Representation by Counsel. The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this
18 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
19 Further, Plaintiff Gerardo Polin and Class Counsel warrant and represent that there are no liens
20 on the Agreement.

21 58. Cooperation and Execution of Necessary Documents. All Parties shall cooperate
22 in good faith and execute all documents to the extent reasonably necessary to effectuate the
23 terms of this Agreement.

24 59. Binding Agreement. The Parties warrant that they understand and have full
25 authority to enter into this Agreement, intend that this Agreement shall be fully enforceable and
26 binding on all Parties, and agree that it shall be admissible and subject to disclosure in any
27 proceeding to enforce its terms.

28 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
Joint Stipulation of Class and PAGA Representative Action Settlement between Plaintiffs and

Defendants as of the date(s) set forth below:

APPROVAL AND EXECUTION BY PARTIES

READ CAREFULLY BEFORE SIGNING

DATED: 05/05/2026

PLAINTIFFS

Firmado por:



25EBAC2FD5F81C...

Plaintiff Gerardo Polin, on behalf of himself, Class Members and Aggrieved Employees

DATED: _____

DEFENDANTS

H.A. RIDER & SONS, INC.

H.A. RIDER & SONS, a general partnership

George Rider

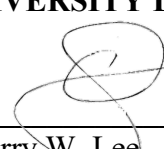
Robert Rider

Thomas Rider

APPROVED AS TO FORM ONLY BY COUNSEL

DATED: 5/06/2026

DIVERSITY LAW GROUP, P.C.



Larry W. Lee
Kristen M. Agnew
Attorney for Plaintiff and the Class

Defendants as of the date(s) set forth below:

APPROVAL AND EXECUTION BY PARTIES

READ CAREFULLY BEFORE SIGNING

DATED: _____

PLAINTIFFS

Plaintiff Gerardo Polin, on behalf of himself, Class
Members and Aggrieved Employees

DATED: 5/7/2026

DEFENDANTS

Signed by:

George Rider

66B254027C96466...

H.A. RIDER & SONS, INC.

By: George Rider, Its CEO

Signed by:

Thomas Rider

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H.A. RIDER & SONS, a general partnership

By: Thomas Rider, General Partner

Signed by:

George Rider

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George Rider

Signed by:

Thomas Rider

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Robert Rider

By: Thomas Rider and George Rider,

Co-Conservators for the Conservatee Robert Rider

Signed by:

Thomas Rider

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Thomas Rider

Signed by:

George Rider

66B254027C96466...

APPROVED AS TO FORM ONLY BY COUNSEL

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Kristen M. Agnew

Attorney for Plaintiff and the Class

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DATED: _____

FITZPATRICK & SWANSTON

B. James Fitzpatrick
Attorney for Plaintiff and the Class

DATED: 5/7/2026

PATANE GUMBERG AVILA, LLP



James K. Gumberg
Anais Mora
Harrison Osaki
Attorney for Defendants

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DATED: May 5, 2026

FITZPATRICK & SWANSTON



B. James Fitzpatrick
Attorney for Plaintiff and the Class

DATED: _____

PATANE GUMBERG AVILA, LLP

James K. Gumberg
Anais Mora
Harrison Osaki
Attorney for Defendants

EXHIBIT A

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

Gerardo Polin v. H.A. Rider
Santa Cruz County Superior Court Case No. 23CV00417

***The Superior Court for the State of California authorized this notice (the “Notice”). Read it carefully!
This is not junk mail, spam, an ad, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action and Private Attorneys General Act (“PAGA”) lawsuit (“Action”) entitled *Gerardo Polin, et. al. v. H.A. Rider & Sons, Inc., et. al.* The Action was filed by a former employee, Gerardo Polin (“Plaintiff”), and alleges that defendants H.A. Rider & Sons, Inc., H.A. Rider & Sons, a general partnership, George Rider, Robert Rider, and Thomas Rider (collectively “Defendants”) violated the California Labor Code. Defendants deny these claims and maintain they have always treated workers in accordance with the law.

The proposed Settlement has two main parts: (1) a class settlement requiring H.A. Rider & Sons, a general partnership, to fund Individual Class Payments for Participating Class Members; and (2) a settlement of PAGA claims requiring H.A. Rider & Sons, a general partnership, to establish a PAGA Fund to pay Individual PAGA Payments to Aggrieved Employees and penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on H.A. Rider & Sons, a general partnership’s, employment records, **your Individual Class Payment is estimated to be \$AMOUNT and your Individual PAGA Payment is estimated to be \$AMOUNT**. The actual amount you may receive likely will be different and will depend on a number of factors.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval to the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Can DO NOTHING	You don’t have to do anything to participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement. Important: You cannot ask to be excluded and still get a Individual Class Payment.
You Can ASK TO BE EXCLUDED The Opt-out Deadline is [RESPONSE DEADLINE]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded from the class settlement, you will no longer be eligible for an Individual Class Payment and

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
	you will no longer be able to object to any portion of the proposed Settlement. Aggrieved Employees cannot request exclusion from the PAGA portion of the proposed Settlement. If approved, H.A. Rider & Sons, a general partnership, must pay Individual PAGA Payments to all Aggrieved Employees, who will be barred from pursuing Released PAGA Claims (defined below).
You Can OBJECT to the Settlement Written Objections Must be Submitted by [RESPONSE DEADLINE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement except for the PAGA portion. If your objection is overruled, you will still be bound by the terms of the Settlement and will receive an Individual Class Payment.
You Can ATTEND the Final Approval/Fairness Hearing	The Final Approval/Fairness Hearing is scheduled to take place on [DATE]. 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). Participating Class Members can verbally object to the Settlement at the Final Approval/Fairness Hearing.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former non-exempt employee of H.A. Rider & Sons, a general partnership. In the Action, Plaintiff alleges that Defendants violated California labor laws by: (i) failing to provide meal periods or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 512 and 1198; (ii) failing to provide rest periods or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 512 and 1198; (iii) failing to pay hourly and overtime wages, in violation of Labor Code §§ 1194 and 1198; (iv) failing to comply with itemized employee wage statement requirements, in violation of Labor Code §§ 226, 1174 and 1175; (v) failing to pay all wages upon termination, in violation of Labor Code §§ 201, 202 and 203; (vi) failing to reimburse business expenses, in violation of Labor Code § 2802; and (vii) engaging unfair business practices, in violation of Business and Professions Code §17200. Based on the same claims, Plaintiff has asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*).

Defendants deny the allegations in the Action and deny violating the law. Defendants assert that they, and H.A. Rider & Sons, a general partnership, complied with all legal requirements but chose to resolve this action to avoid the costs of further legal proceedings.

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

The Court did not decide in favor of the Plaintiff or Defendants. Instead, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle,

Defendants do not admit any violations or concede the merit of any claims.

3. WHO IS INCLUDED IN THE SETTLEMENT?

The Court has decided the following individuals are included in the Settlement:

- **Class Members:** All current and former hourly non-exempt employees who worked for H.A. Rider & Sons, Inc. and H.A. Rider & Sons, a general partnership, in California at any time during the period of February 17, 2019, through November 4, 2025.
- **Aggrieved Employees:** All current and former hourly non-exempt employees who worked for H.A. Rider & Sons, Inc. and H.A. Rider & Sons, a general partnership, in California at any time during the period of February 17, 2022, through November 4, 2025.

According to employment records, you are a Class Member, [and Aggrieved Employee].

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

The proposed Settlement provides for a payment by H.A. Rider & Sons, a general partnership, of \$185,000.00 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located, and who do not exclude themselves from the class settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (1) Class Counsel attorneys’ fees in the amount of \$61,666.67 (or one-third of the Gross Settlement Amount); (2) Class Counsel’s litigation costs and expenses as supported by declaration not to exceed \$25,000.00; (3) the Service Award in the amount of \$5,000.00 to Plaintiff for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (4) the PAGA Fund of \$10,000.00 representing PAGA civil penalties allocated for settlement of claims under California Labor Code § 2698, *et seq*; and (5) Settlement Administration Costs in the amount of \$7,250.00. Class Counsel’s attorneys’ fees and costs, the Service Award, the PAGA Fund and Settlement Administration Costs, remain subject to Court approval.

No portion of the Gross Settlement Amount will be returned to Defendants under any circumstances.

5. HOW MUCH WILL I RECEIVE AS AN INDIVIDUAL CLASS PAYMENT?

Your estimated Individual Class Payment will be approximately \$AMOUNT. This amount is subject to change, based on the terms of the Court’s final approval order.

Your estimated Individual Class Payment is based on the number of pay periods you worked during the Class Period (February 17, 2019, through November 4, 2025), as compared to the total number of pay periods worked by all Class Members in that same period. Based upon the employment records, you were determined to have worked AMOUNT pay periods during the Class Period.

If this information appears correct, you do not need to do anything further to receive your Individual Class Payment. If you disagree with the number of pay periods allocated to you, *see* Section 8 below.

6. HOW MUCH WILL I RECEIVE AS AN INDIVIDUAL PAGA PAYMENT?

By statute, seventy-five percent (75%) of the PAGA Fund will be paid as civil penalties to the California Labor Workforce Development Agency. The remaining twenty-five percent (25%) of the PAGA Fund will be paid to Aggrieved Employees.

If you are a current or former hourly non-exempt employee who worked for H.A. Rider & Sons, Inc. and H.A. Rider & Sons, a general partnership, in California at any time during the period of February 17, 2022 through November 4, 2025, you are an Aggrieved Employee and will receive a portion of the PAGA Fund. Your estimated share of the PAGA Fund will be approximately \$**AMOUNT**. This amount is subject to change, based on the terms of the Court's final approval order.

Your estimated share of the PAGA Fund is based on the number of pay periods you worked during the PAGA Period (February 17, 2022 through November 4, 2025), as compared to the total number of pay periods worked by all Aggrieved Employees in that same period. Based upon employment records, you were determined to have worked **AMOUNT** pay periods during the PAGA Period. If this information appears correct, you do not need to do anything further to receive your Individual PAGA Payment. If you disagree with the number of pay periods allocated to you, *see* Section 8 below.

7. HOW WILL I GET PAID?

To qualify for payment, you need not do anything. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. The Settlement Administrator's phone number is **[ADMINISTRATOR'S PHONE NUMBER]**.

Most of the Individual Class Payment (85%) will be treated as penalties and interest and reported on an IRS Form 1099, and a smaller portion (15%) will be treated as wages and reported on an IRS Form W-2. Any Individual PAGA Payment will be treated as non-wage income and reported on an IRS Form 1099-MISC.

8. WHAT IF I BELIEVE THE INFORMATION IS INACCURATE?

If you believe the number of pay periods attributed to you is inaccurate, you may dispute it by sending a letter to **[ADMINISTRATOR'S ADDRESS]** no later than **[RESPONSE DEADLINE]**. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

9. WHAT AM I GIVING UP UNDER THE SETTLEMENT?

Unless you request to be excluded from the class settlement, you remain a part of the Participating Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for any legal claims that are based on the facts alleged by Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or "releasing" Defendants from the Released Class Claims described below:

INSERT FINAL RELEASE LANGUAGE

If you are an Aggrieved Employee, you will be giving up or “releasing” Defendants from the Released PAGA Claims described below:

INSERT FINAL RELEASE LANGUAGE

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

Any Class Member wishing to opt out of the class settlement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator by **[RESPONSE DEADLINE]**. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. You must send the Settlement Administrator your request to be excluded by **[RESPONSE DEADLINE]**, or it will be invalid. Section 16 of the Notice has the Settlement Administrator’s contact information.

Aggrieved Employees will not have the opportunity to opt-out of the settlement of PAGA claims. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims.

11. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANTS OR GET MONEY FROM THE SETTLEMENT?

If you do not exclude yourself from the class settlement, you cannot sue Defendants for any of the claims that this Settlement resolves. If you have a pending lawsuit against Defendants, or any one of them, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue with your own lawsuit. Remember, the exclusion deadline is **[RESPONSE DEADLINE]**.

If you exclude yourself from the class settlement, you will not receive any money from the settlement of the class action claims in this matter.

12. 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 object to the proposed Settlement.

If you decide to object to the Settlement, you may do so in writing. All objections must be signed by you and must include: (1) your full name, signature, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than **[RESPONSE DEADLINE]**, to the Settlement Administrator at **[ADMINISTRATOR’S ADDRESS]**.

You may also appear at the Final Approval/Fairness Hearing for the Settlement (*see* section 15 below for details as to when this hearing will take place), either in person or through an attorney at your own expense. *You may present objections at the Final Approval/Fairness Hearing, regardless of whether you submitted a written objection.*

There is no right to object to the settlement of the PAGA claim. Thus, even if you submit a timely objection to the class settlement, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims.

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. *Do not submit both an Objection and a Request for Exclusion.* If you do, the Request for Exclusion will be invalid, you will be included in the Participating Class, and you will be bound by the terms of the Settlement.

14. WHO ARE THE ATTORNEYS REPRESENTING THE CLASS?

The Court decided that the law firms of Diversity Law Group, P.C., and Fitzpatrick & Swanston represent Plaintiff, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$61,666.67 (or one third of the Gross Settlement Amount) in attorneys' fees and for actual litigation costs incurred up to a maximum of \$25,000.00, the actual amount of which will be determined by the Court at the Final Approval/Fairness Hearing (*see* section 15 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.

15. CAN I ATTEND THE FINAL APPROVAL/FAIRNESS HEARING?

You can, but don't have to, attend the Final Approval/Fairness Hearing on **DATE** at **TIME** in Department 10 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California 95060. At the hearing, the judge will decide whether to grant final approval of the Settlement. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's website. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval/Fairness Hearing. You should check the Settlement Administrator's website (**ADMIN'S WEBSITE**) beforehand or contact Class Counsel to verify the date and time of the Final Approval/Fairness Hearing.

16. HOW CAN I CONTACT CLASS COUNSEL OR GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

The contact information for Class Counsel is as follows:

Larry W. Lee
lwlee@diversitylaw.com
Kristen M. Agnew
kagnew@diversitylaw.com
DIVERSITY LAW GROUP, P.C.

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901

515 South Figueroa St., Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555

Telephone: (831) 755-1311

You may also find additional information regarding the settlement posted on [ADMIN'S WEBSITE], including the date and time of the Final Approval/Fairness Hearing, the Motion for Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order and the Judgment.

The Contact information for the Settlement Administrator is as follows:

Email	Address:
Mailing	Address:
Telephone:	
Fax Number:	

The pleadings and other records in this litigation may be examined online on the Santa Cruz County Superior Court's website, known as <https://portal.santacruzcourt.org/portal>.

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

EXHIBIT 2

FITZPATRICK & SWANSTON

B. JAMES FITZPATRICK
CHARLES SWANSTON
ALISON L. BAKER
LAURA L. FRANKLIN

ATTORNEYS AT LAW
555 South Main Street
Salinas, California 93901
Telephone: 831.755.1311
Facsimile: 831.755.1319

February 17, 2023

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail

H.A. Rider & Sons
c/o Agent for Service of Process:
Kathleen M Peterson
2482 Freedom Blvd
Watsonville, CA 95076

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5
Aggrieved Employee: Gerardo Polin
Our File No.: P0055-600

To Representatives of the Labor and Workforce Development Agency and H.A. Rider & Sons:

Pursuant to California Labor Code §§ 2699, 2699.3, and 2699.5, aggrieved employee Gerardo Polin, on behalf of himself and as representatives on behalf of all current and former aggrieved employees (hereinafter shall be collectively referred to as “the employees”) of H.A. Rider & Sons (hereinafter shall be referred to as “the employer”), hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by the employer.

The employees were subjected to numerous violations based on, among others, the following facts, circumstances and laws:

Gerardo Polin worked for the employer from approximately March 2016, through approximately May 2022.

The employer maintained and enforced a meal period policy that failed to provide a 30-minute duty-free meal period to the employees that began before more than five hours were worked. Additionally, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each meal period not afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order.

The employer also maintained and enforced a uniform policy by which they repeatedly failed to authorize, permit and provide the employees with a paid duty-free rest period of at least 10 consecutive uninterrupted minutes during which the employees were relieved of all duties for every four hours worked or major fraction thereof and which were counted as hours worked for which there would be no deduction from wages. Additionally, the employer failed to compensate the employees one hour of wages at their regular rate of compensation for each rest period not

afforded as required by California Labor Code § 226.7, and the applicable Industrial Welfare Commission Wage Order.

The employer maintained and enforced a policy that did not properly record all hours worked by the employees and, as a result, the employees were not paid for all hours worked in violation of Labor Code section 1174(d). For example, the employer did not have any policy or practice in place for tracking if and when lunch breaks were taken, but rather applied automatic deductions of 30 minutes from the employees' total daily hours worked without regard for whether the employee was actually able to take a full 30-minute lunch break each workday.

Consequently, the employees were forced to work without being paid at least minimum wage as required by California Labor Code §§ 1197 and 1199 and the applicable Industrial Welfare Commission Wage Order.

Because of the employer's failure to properly record and pay hourly wages for all hours worked by the employees, the employees were also deprived overtime wages for hours worked in excess of eight (8) in a day and forty (40) in a week. Consequently, the employer failed to pay the employees overtime premium wages of one and one-half times the employee's regular rate of pay for all hours worked over eight (8) hours in a single workday and/or more than forty (40) hours in a single workweek, as required by California Labor Code §§ 510 and 1194 and the applicable Industrial Welfare Commission Wage Order.

The employer maintained and enforced a policy by which they repeatedly required the employees to use their personal cell phones for work-related purposes. The employer failed to reimburse the employees for such work-related expenses as required by labor Code section 2802. As an example, Mr. Polin was regularly required to use his personal cell phone for work purposes without any form of reimbursement.

The employer violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the correct regular rate of pay for a pay period when the employees were paid multiple pay rates. As a further result of such violations, the correct regular rate of pay, the overtime rate of pay and sick and vacation rates of pay, as well as the gross and net wages earned as reflected on the employees' itemized wage statements were inaccurately identified, in violation of Labor Code § 226(a). Specifically, because of the miscalculation and under payment of wages, the wrong rate of overtime and sick and vacation pay was listed, and the gross and net wages earned identified on the wage statements did not accurately reflect correct amount of wages that should have been paid had the overtime and sick and vacation rates of pay been accurately calculated. Finally, as a result of such violations, the employer also violated Labor Code §§ 201-203 by failing to pay all wages in a timely manner upon separation of employment pursuant to the above-referenced violations.

Moreover, the employer issued incomplete and inaccurate wage statements to the employees that included, but not limited to, the total hours worked, overtime hours worked, reimbursement for work-related expenses, gross wages earned, net wages earned, all applicable rates of pay and the corresponding number of hours worked under each rate, all deductions, premium wages owed for missed rest and meal periods, and an accurate accounting for all wages, in violation of Labor Code section 226.

Finally, the employer willfully failed to pay the employees upon the termination of their employment all owing and unpaid wages for work performed by them during their employment and at the end of their employment. Such wages include, but are not limited to, wages for all hours worked, minimum wages, overtime premium wages for all overtime hours worked, compensation for missed meal and rest periods, and reimbursement for work-related expenses. The employer maintained and enforced a uniform policy by which it violated Labor Code section 204 by failing to pay all employees their earned wages in a timely manner following the end of each pay period within the deadlines set forth in Section 204.

The legal violations arising from the conduct referenced above and below include, but are not limited to, the following:

1. The employer failed to pay either agreed wages for all hours worked;
2. The employer failed to pay wages in a timely manner;
3. The employer failed to pay employees who were discharged or who resigned all wages owed within the time required by Labor Code §§ 201 and 202;
4. The employer failed to:
 - a. Record in ink or other indelible form, properly dated, showing the month, day, and year, all deductions made from payment of wages of the employees. They also failed to provide the employees with a copy of the statement, and they failed to maintain a record of the deductions on file for at least three years at the place of employment or at a central location within the State of California;
 - b. Furnish to the employees, semimonthly or at the time of each payment of wages, a complete and accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer and; (7) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;
5. The employer failed to keep accurate records, including but not limited to time and pay records showing when the employees begin and end each work period, start and stop times for meal periods and the total length of meal periods, the total daily hours worked in each payroll period, the applicable rate of pay and the total wages paid for at least three years at the place of employment or at a central location within the State of California;
6. The employer repeatedly employed the employees for work periods of more than five hours per day without providing them with timely meal periods of not less than 30 minutes during which the employees were relieved of all duties, and failed and refused to pay the

employees one hour of pay at their regular rate of compensation for each workday that such meal periods were not provided;

7. The employer repeatedly employed the employees for work periods of more than ten hours per day without providing them with a second meal periods of not less than 30 minutes during which the employees were relieved of all duties, and failed and refused to pay the employees one hour of pay at their regular rate of compensation for each workday that such meal periods were not provided;
8. The employer repeatedly employed the employees for work days of at least three and one half hours without authorizing and permitting them to take paid rest periods of at least 10 minutes net rest time for every four hours work time or major fraction thereof in the middle of each work period, insofar as practicable, and failed and refused to pay the employees one hour of pay at the their regular rate of compensation for each work day that one or more rest periods were not provided; and
9. The employer failed to provide the employees with reimbursement for work-related expenses.

The above-described conduct by the employer violates numerous provisions of the Labor Code, including but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and the applicable California Industrial Welfare Commission Wage Order. The employees seek wages and penalties from the employer.

Very truly yours,

FITZPATRICK & SWANSTON


B. James Fitzpatrick

BJF/jm

EXHIBIT 3