

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff
Joel Farias

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JOEL FARIAS and NICHOLAS ALEXANDER
VEGA, on behalf of the State of California and
other aggrieved persons,

Plaintiffs,

v.

HHS CONSTRUCTION, LLC, a California
limited liability company; CONGRUEX
GROUP, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2213104

*[Assigned for All Purposes to the Hon. Joseph
B. Widman, Dept. S36]*

**DECLARATION OF ARRASH T.
FATTAHI IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Approval of PAGA Settlement Hearing:

Date: April 28, 2026

Time: 9:00 a.m.

Dept: S36

Action Filed: June 23, 2022

I, Arrash T. Fattahi, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Joel Farias. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. This Declaration is submitted in support of Plaintiffs Joel Farias and Nicholas Alexander Vega’s (collectively “Plaintiffs”) Motion for Approval of PAGA Settlement.

3. Defendants provide telecom and cable infrastructure services throughout Southern California. Plaintiff Joel Farias (“Plaintiff Farias”) worked for Defendants as an hourly-paid non-exempt from approximately February 2020 to approximately October 2021. Plaintiff Nicholas Alexander worked for Defendants as an hourly-paid non-exempt employee from approximately July 2020 to approximately March 2022.

4. Plaintiffs' PAGA claim is based on their allegation that Defendants failed to pay for all hours worked (minimum, straight time, and overtime wages), failed to provide meal periods, failed to authorize and permit rest periods, failed to timely pay wages during employment, failed to maintain accurate records of hours worked and meal periods, failed to timely pay final wages, failed to furnish accurate wage statements, and failed to indemnify for necessary expenditures.

5. On or about April 8, 2022, Plaintiff Joel Farias provided notice to the LWDA and Defendant HHS Construction, LLC of the alleged violations described above, as required by Labor Code § 2699.3(a)(1)(A). A true and correct copy of Plaintiff Joel Farias's PAGA notice is attached hereto as **Exhibit 1**. Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify the parties whether it intended to investigate the alleged violations. However, the LWDA did not do so. On February 9, 2023, Plaintiff Nicholas Alexander Vega provided notice to the LWDA and Defendants of the alleged violations described above, as required by Labor Code § 2699.3(a)(1)(A). A true and correct copy of Plaintiff Nicholas Alexander Vega's amended PAGA

notice is attached hereto as **Exhibit 2**. Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify the parties whether it intended to investigate the alleged violations. However, the LWDA did not do so.

DISCOVERY AND INVESTIGATION

6. After Plaintiffs filed their complaints, the Parties engaged in extensive settlement discussions. To facilitate settlement, Defendants provided Plaintiffs with timekeeping and payroll data for a sampling of the aggrieved employees, and the applicable policies in effect during the relevant time period. Thereafter, the Parties engaged in extensive discussions about the factual and legal strengths (and weaknesses) of the claims and defenses.

7. On February 5, 2024, the Parties and their counsel participated in private mediation with the Hon. Amy D. Hogue (Ret.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their own position through trial and appeal if a settlement had not been reached.

8. Ultimately, after an all-day mediation, the Parties agreed to settle the PAGA claim for \$995,000.00, the scope of which includes all persons employed by any Defendant in hourly or non-exempt positions in California at any time from April 8, 2021, through Approval of the Settlement (the "PAGA Period"). A true and correct copy of the Settlement Agreement ("Settlement" or "Settlement Agreement") executed by the Parties, is attached hereto as **Exhibit 3**. There are approximately 891 aggrieved employees covered by the settlement. Plaintiffs submitted the Settlement to the LWDA pursuant to Labor Code § 2699(s)(2). A true and correct copy of the submission confirmation my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 4**. The Parties also agreed upon a Settlement Notice to be sent to the aggrieved employees with payment after the Court enters the Judgment and Order Approving the PAGA Settlement. A true and correct copy of the Settlement Notice is attached hereto as **Exhibit 5**.

9. Before the Settlement, Plaintiffs' counsel conducted an investigation into the claims alleged by Plaintiffs, conducted legal research, and engaged in informal discovery. Based upon the

1 information obtained through discovery, Plaintiffs' counsel was able to act intelligently and
2 effectively in negotiating the proposed Settlement.

3 ASSESSMENT OF AMOUNT IN CONTROVERSY AND RISKS OF CONTINUED

4 LITIGATION

5 10. Plaintiffs and their counsel remain confident of the merits of Plaintiffs' claims.
6 However, Plaintiffs do acknowledge that their position includes risk and uncertainty, as described
7 in more detail below. For instance, Plaintiffs' allegation that Defendants failed to pay Plaintiffs
8 and other aggrieved employees all of their owed wages is based on Defendants' failure to pay
9 employees for work performed "off-the-clock." With respect to the meal period allegation,
10 Plaintiffs contend that they and other aggrieved employees were not provided with California-
11 compliant meal periods during the PAGA Period. Although Plaintiffs contend that this allegation
12 is meritorious, there is risk with this underlying claim, particularly because Defendants
13 implemented meal period waivers throughout the covered period. With respect to the rest period
14 allegation, Plaintiffs allege that Defendants lacked compliant policies providing rest periods and
15 that Defendants failed to provide their employees with legally compliant rest periods. Again,
16 despite Plaintiffs' contention that this allegation is credible, proving rest period allegations is
17 particularly difficult because rest periods do not have to be recorded and Defendants can argue that
18 the aggrieved employees chose to voluntarily forego their rest periods. With respect to the
19 unreimbursed business expenses allegation, Plaintiffs allege that Defendants required them and
20 other aggrieved employees to incur expenses by using their personal cell phones for work-related
21 purposes and purchasing specific work attire, without reimbursement from Defendants. Defendants
22 dispute this claim. Lastly, with regard to Plaintiffs' wage statement claim, Defendants argue that
23 the wage statements issued to employees meet the requirement of Labor Code § 226(a).

24 11. Plaintiffs believed there was a legitimate risk of the Court significantly reducing
25 penalties given the technical nature of the alleged violations. Without this settlement, the Parties
26 face preparation for trial, as well as extensive formal discovery efforts and depositions. As a result,
27 the Parties would incur considerably more attorneys' fees and costs through trial. This settlement
28 avoids those risks and the accompanying expense. Thus, this factor favors settlement approval.

1 12. My expert determined that there were approximately 60,905 pay periods during the
2 relevant time period which presented issues with regard to unpaid wages, meal period violations,
3 rest period violations, and unreimbursed business expenses. Plaintiffs acknowledge that when
4 evaluating Defendants' potential exposure, it is likely that the Court would impose only the initial
5 \$100 violation for all PAGA violations. (See *Amaral v. Cintas Corp.* No. 2 (2008) 163 Cal.App.4th
6 1157, 1207 [finding that the "initial" violation rate applies until the employer has been notified
7 that it is violating a Labor Code provision].) Applying the \$100 "initial violation" penalty for each
8 of these pay periods, Defendants' potential PAGA exposure was \$6,090,500.00 (based on
9 approximately 60,905 pay periods). However, Plaintiffs discounted this maximum exposure by
10 90% to account for Defendants' contention that the underlying allegations lacked merit,
11 Defendants' largely compliant policies, Defendants' issuance of meal period premiums to
12 aggrieved employees, Defendants' implementation of meal period waivers throughout the liability
13 period, the relatively modest violation rate for meal periods, the risk of not prevailing on the merits,
14 and the Court's discretion in reducing penalties. The estimated realistic total potential recovery is
15 therefore \$609,050.00 (\$6,090,500.00 x 10%).

16 13. The proposed Settlement of \$995,000.00 therefore represents approximately 163%
17 of Plaintiffs' reasonably forecasted total recovery (\$995,000.00 / \$609,050.00). In this case,
18 continued litigation would delay payment to the LWDA and the aggrieved employees as they await
19 trial and, potentially, appellate proceedings. Furthermore, while Plaintiffs are confident in the
20 merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations.
21 The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when
22 the risks of litigation, the burdens of proof necessary to establish liability, and the probability of
23 appeal of a favorable judgment are balanced against the merits of Plaintiffs' claims, it is clear the
24 settlement amount is fair. Further, because of the proposed Settlement, the aggrieved employees
25 will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

26 14. If the Court approves the terms of the Settlement, each aggrieved employee's
27 payment will average approximately \$169.08 and approximately \$451,938.30 will go to the
28 LWDA. In reality, the amount provided to each aggrieved employee will vary depending on the

length of their employment with Defendants and the total number of aggrieved employees.

PAGA REPRESENTATIVE ENHANCEMENT AWARDS

15. The Settlement provides for an Individual Settlement Payment to each of the Plaintiffs in an amount not to exceed \$10,000.00 (\$20,000.00 total). (Settlement, §§ I.L., IV.B.4.) The requested individual payments are intended to recognize: (1) the substantial time and effort that Plaintiffs have expended on behalf of the State of California and aggrieved employees; (2) the risks faced by Plaintiffs as a result of bringing this action; (3) the fact that Plaintiffs put the interests of the State of California and other aggrieved employees ahead of their own; and (4) the substantial benefit conferred upon the State of California and the aggrieved employees as a result of Plaintiffs' actions.

16. Plaintiffs have spent numerous hours performing tasks for this case, including, but not limited to, the following: consulting with counsel over the telephone; searching for and producing relevant documents; reviewing documents produced by Defendants and settlement documents; keeping informed of the developments in the case; and participating in decisions concerning the case, including settlement. As a result of their efforts, the LWDA and about 891 aggrieved employees will receive compensation for civil penalties for underpaid wages and other wage and hour violations.

17. Plaintiffs put themselves at significant risk in pursuing this action on behalf of the State of California, as serving as Plaintiffs in a representative action could affect their prospects for future employment. Plaintiffs also placed themselves at substantial risk because, if Defendants were to prevail in this action, Plaintiffs could be liable for Defendants' costs and attorneys' fees.

18. In short, this action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of the State of California and the aggrieved employees.

ATTORNEYS' FEES AND COSTS

19. The Settlement provides for a payment of attorneys' fees in the amount of \$331,666.66 and up to \$40,000.00 in costs to Plaintiffs' counsel. As of the filing date, Plaintiffs' counsel's total lodestar is \$329,580.00, which is based upon more than 284.3 hours of attorney

time at customary hourly rates. In addition, Plaintiffs' counsel has incurred \$30,448.94 in litigation costs. Plaintiffs' counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, mediation fees, postage, and copying. Because these costs are reasonable and less than the amount requested in the Settlement Agreement, Plaintiffs' counsel respectfully requests that the Court approve the payment. Under these circumstances, Plaintiffs' counsel is requesting a multiplier of about 1.01. Thus, Plaintiffs' request for \$331,666.66 in attorneys' fees are reasonable under the lodestar method.

20. The efforts expended by Plaintiffs' counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiffs and review of documents provided by Plaintiffs and Defendant; preparing and revising the complaints; filing the complaints; investigating and researching the claims; analyzing the timekeeping and payroll records produced by Defendants in advance of mediation; preparing a mediation brief; participating in mediation; drafting, negotiating, and revising the Settlement Agreement; communicating with the proposed Administrator; and drafting this Motion and supporting papers.

21. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

Attorney	Hours	Rate	Lodestar
Arrash T. Fattahi	122.3	\$850.00	\$103,955.00
Benjamin H. Haber	71.4	\$950.00	\$67,830.00
Arman A. Salehi	43.9	\$550.00	\$24,145.00
John G. Yslas	38.7	\$1,500.00	\$58,050.00
Courtney M. Miller	8.0	\$700.00	\$5,600.00

James Hawkins APLC			\$70,000.00
Total:			\$329,580.00

22. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiffs' counsel's request for attorneys' fees.

23. We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information.

24. Additional time will be required by Plaintiffs' counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of funds. I estimate that my office will commit no less than ten hours to those tasks and have included those hours above.

25. As of the drafting of this Motion, my office has incurred \$26,718.47 in expenses litigating this action. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order on Plaintiffs' Motion for Approval of PAGA Settlement, and request reimbursement of such as well. James Hawkins APLC has incurred \$3,730.47 in expenses litigating this action. These expenses incurred were reasonably necessary to the litigation. Therefore, Plaintiffs seek to recover \$30,748.94 for total costs. Because the amount sought is less than the amount allotted in the Settlement Agreement, the difference between those figures (\$9,251.06), will revert to the Net Settlement Amount. A true and correct copy of Wilshire Law Firm, PLC's incurred costs for this matter are attached hereto as **Exhibit 6**.

PLAINTIFFS' COUNSEL'S EXPERIENCE

26. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over 120 attorneys and over 600 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

1 27. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys
2 are experienced in litigating Labor Code violations in both individual, class action, and
3 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
4 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
5 and data privacy litigation.

6 28. I graduated from the University of California, Los Angeles with a Bachelor of Arts
7 in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington
8 University Law School. During law school, I was a member of the student editorial board for the
9 Federal Circuit Bar Journal.

10 29. My practice is focused on advocating for the rights of consumers and employees in
11 class action litigation and appellate litigation. I am currently the managing attorney in charge of
12 litigating several class action cases in state and federal courts in California.

13 30. As the attorney responsible for day-to-day management of this matter at the
14 Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class
15 actions. Over the last four plus years, I have managed and assisted with the litigation and settlement
16 of several wage and hour class actions. In those class actions, I performed similar tasks as those
17 performed in the course of prosecuting this action.

18 31. I was also selected as a “Southern California Rising Star” in 2025.

19 32. My current contingent billing rate of \$850.00 per hour is consistent with the legal
20 market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour
21 matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel
22 in my own right (as opposed to being part of a firmwide appointment of counsel):

23 a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;

24 Motion for Final Approval granted on January 31, 2023.

25 b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-
26 01916; Motion for Final Approval granted on March 3, 2023.

27 c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
28 Motion for Final Approval granted on May 3, 2023.

- d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CUOE-CTL; Motion for Final Approval granted on May 30, 2023.
- e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- f. *Garduno v. New Generation Framing, Inc.*, et al., Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- l. *Jackson, et al. v. Apple Valley Communications, Inc.*, et al., San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- n. *Williams v. Total Longterm Care, Inc.*, et al., San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-

199416; Motion for Final Approval granted on November 12, 2024.

r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.

s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.

t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.

u. *Torres v. Lupton Excavation, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.

v. *Peterson v. PJ Printers*, Orange County Superior Court, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County Superior Court, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.

33. Benjamin H. Haber ("Mr. Haber") is a Partner and Wilshire Law Firm, PLC. He graduated from the University of California, Los Angeles, in 2012 and received his Juris Doctor from the University of California, Hastings College of the Law (now the University of California College of Law, San Francisco) in 2016. During law school, Mr. Haber was a member of the executive board for the Hastings Law Journal; a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing editor for SCOCAblog, which continues to be a leading online publication for analysis regarding trends and cases before the California Supreme Court. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain more than one hundred class settlements on behalf of tens of thousands of workers in California. Mr. Haber was also selected as a "Southern California Rising Star" in 2024 and 2025. He has been appointed as class counsel in numerous wage-and-hour cases throughout California. Mr. Haber currently bills at an hourly rate of \$950.00.

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1 34. Arman A. Salehi (“Mr. Salehi”) is a third-year Associate Attorney at Wilshire Law
2 Firm, PLC. He was admitted to practice law in the State of California and the Central and Northern
3 Districts of California in February 2024. Mr. Salehi graduated from the University of California,
4 Los Angeles with a Bachelor of Arts in Sociology. He received his Juris Doctor from the University
5 of California College of the Law, San Francisco (formerly known as UC Hastings). Since
6 November 2023, his practice has mainly been focused on wage and hour class action litigation.
7 Mr. Salehi currently bills at an hourly rate of \$550.00.

8 35. John G. Yslas (“Mr. Yslas”) is a Senior Partner at Wilshire Law Firm, PLC. He
9 graduated from the University of California, Santa Barbara with High Honors in 1991 with
10 Bachelor of Arts degrees in Psychology. He received his Juris Doctor from UCLA Law School in
11 1996. Upon graduating from law school in 1996, Mr. Yslas worked for a boutique law firm
12 practicing general litigation which included employment law matters. Since 2000 (that is, the last
13 25 years) his practice has been exclusively focused on labor and employment matters including
14 handling wage and hour class, collective and representative actions (including the California
15 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
16 Lewis & Bockius LLP (where he was a senior associate), Foley & Lardner LLP (where he was a
17 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
18 LLP (where he was a partner) and Seyfarth Shaw LLP (where he was a partner and member of the
19 Wage and Hour Practice Group). During his time at these law firms, Mr. Yslas was the primary
20 attorney or took a major leading role in defending employers on numerous wage and hour class,
21 collective and representative actions. In late June 2022 Mr. Yslas left Seyfarth Shaw LLP and
22 joined his current firm, Wilshire Law Firm, PLC, to represent plaintiff employees. He has been
23 and is handling many wage and hour class and representative actions litigating such matters on
24 behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters
25 representing both plaintiffs and defendants, he has successfully mediated the resolution of many
26 wage and hour class, collective, and representative actions. Just since starting to settle cases in late
27 April 2023 Mr. Yslas has already successfully mediated matters in which he has been counsel or
28 co-counsel resulting in well over \$200 million in settlements and verdicts which are in the process

1 of being finalized, and with numerous upcoming mediations scheduled. In those and numerous
2 other matters, he has managed and assisted with the litigation and settlement of many wage and
3 hour PAGA and class actions. In those actions, he performed similar tasks as those performed in
4 the course of prosecuting this action. Indeed, Mr. Yslas recently tried and prevailed in achieving a
5 jury verdict in a wage and hour class action in the matter of *Aguilar-Flores v. Javier's – CC LLC*,
6 Los Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict). Mr. Yslas
7 has received numerous awards for his legal work. For example, from 2015 to 2018, he was listed
8 in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). He has also served
9 on numerous prominent boards and in other leadership positions, including serving as Southern
10 California Regional President for the Hispanic National Bar Association and on the board of
11 directors of the Mexican American Bar Foundation. Mr. Yslas also previously served on the 5-
12 member Los Angeles Civil Service Commission, which generally oversees the personnel decisions
13 for the City of Los Angeles. Mr. Yslas has also published numerous blogs on labor and employment
14 issues including on wage and hour issues. For example, he published “Headline News: Wal-Mart
15 v. Dukes-Impact on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are
16 You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a
17 partner with Seyfarth Shaw LLP). He has also been a presenter at numerous conferences, including
18 being a presenter involving the “Employment Law Update” at a National Employment Law
19 Council conference. Mr. Yslas currently bills at an hourly rate of \$1,500.00.

20 36. Courtney M. Miller (“Ms. Miller”) is a Settlement Attorney at Wilshire Law Firm,
21 PLC. She was admitted to practice law in the State of California in 2019. Ms. Miller graduated
22 from the University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to
23 becoming an attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade,
24 primarily handling employment matters. She earned her Juris Doctor from Southwestern Law
25 School in 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost
26 exclusively, since 2020. As a handling attorney, she obtained over \$30 million dollars in
27 settlements on behalf of California employees. Ms. Miller currently bills at an hourly rate of
28 \$700.00.

1 37. Plaintiffs' counsel elected to bear the contingency risk of this litigation for the
2 benefit of the aggrieved employees, as well as for the State of California (who elected not to take
3 the case after receiving the PAGA notices).

4 38. The risk to my office has been very significant, particularly if we would not be
5 successful in pursuing this PAGA action. In that case, we would have been left with no
6 compensation for all the time taken in litigating this case. Indeed, we have taken on a number of
7 class action cases that have resulted in thousands of attorney hours being expended and ultimately
8 having certification denied or the defendant company going bankrupt. The contingent risk in these
9 types of cases is very real and they do occur regularly. Furthermore, we were precluded from
10 focusing on, or taking on, other cases which could have resulted in a larger, and less risky,
11 monetary gain.

12 39. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire
13 Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular risk
14 of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar
15 calculation.

16 40. Because most individuals cannot afford to pay for representation in litigation on an
17 hourly basis, Wilshire Law Firm, PLC represents all its employment law clients on a contingency
18 fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at
19 trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk
20 that we will not be reimbursed for our time unless our client settles or wins his or her case, we
21 cannot afford to represent an individual employee on a contingency basis if, at the end of our
22 representation, we receive less than the amount of attorneys' fees negotiated with defendant. It is
23 therefore essential that we recover our requested fees when we settle cases if we are to remain in
24 practice so as to be able to continue representing other individuals in civil rights employment
25 disputes.

26 41. I am informed and believe that the efforts of my office have resulted in substantial
27 benefits to the aggrieved employees and the State of California. Through the efforts of my office
28 and Plaintiffs in this case, a fair and reasonable resolution has been reached. I am informed and

1 believe that, without the efforts of Plaintiffs' counsel, the Labor Code and Wage Order violations
2 alleged in the complaint would have gone completely unremedied. The attorneys' fees award
3 provided for in the settlement is therefore reasonable given the result achieved.

4 ADMINISTRATOR

5 42. The Parties propose using Apex Class Action LLC to administer the Settlement. The
6 Administration Expenses Payment requested in the amount of \$10,000.00 is reasonable, given the
7 tasks to be performed by the Administrator, including, but not limited to, the following duties:
8 mailing and re-mailing (if necessary) checks to approximately 891 aggrieved employees and the
9 LWDA; establishing a Qualified Settlement Fund; preparing and submitting to aggrieved
10 employees and government entities all appropriate tax filings and forms; distributing the Individual
11 Settlement Payments to Plaintiffs and attorneys' fees and costs to Plaintiffs' counsel; keeping the
12 Parties timely apprised of the performance of all obligations under the Settlement; and voiding
13 uncashed or undeliverable checks to issue those funds to the California Controller's Unclaimed
14 Property Fund. Plaintiffs respectfully request that the Court approve the requested costs. A true
15 and correct copy of Apex Class Action LLC's bid to administer this Settlement is attached hereto
16 as Exhibit 7.

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States that the foregoing is true and correct.

19 Executed on March 13, 2026, at Los Angeles, California.

20 

21 _____
22 Arrash T. Fattahi
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EXHIBIT 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.	Tae Kim, Esq.
A. Ilyas Akbari, Esq.	Hazel Chang, Esq.
Justin F. Marquez, Esq.	Daniel DeSantis, Esq.
Jon Teller, Esq.	Nicol Hajjar, Esq.
Johnny Ogata, Esq.	Thiago Coelho, Esq.
Gail Richardson, Esq.	Benjamin Haber, Esq.
Christina Le, Esq.	Rachel Vinson, Esq.
Robert Dart, Esq.	Ronghua Guan, Esq.
Daniel B. Miller, Esq.	Arrash Fattahi, Esq.

April 8, 2022

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

HHS Construction, LLC
2042 South Grove Avenue
Ontario, California 91761
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2056 67

CT Corporation System
Agent for Service of Process for: HHS Construction, LLC
330 North Brand Blvd., Suite 700
Glendale, California 91203
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2056 74

Re: ***Joel Farias v. HHS Construction, LLC***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Joel Farias ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, HHS Construction, LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including San Bernardino, County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Joel Farias is a resident of California who worked for Defendant in California as an hourly-paid, non-exempt employee from approximately March 2021 to approximately October 2021. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to produce requested employment records. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant also required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved

Employees to continue working during unpaid meal periods and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff at the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without

abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that

were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire and use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226(c) provides that every employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (a) and (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.

Labor Code § 1198.5 provides that (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals

and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

On December 17, 2021 and January 21, 2022, Plaintiff sent requests through his counsel to Defendants for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

As a result, Defendant is liable for to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226 and 1198.5 for failing to produce requested employment records.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;

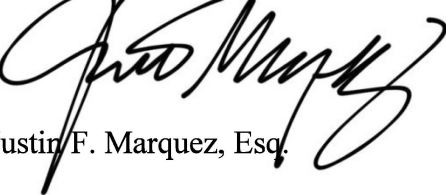
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code § 226 and 1198.5 by failing to produce requested employment records.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "Justin Marquez", written over the printed name.

Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC
3055 WILSHIRE BLVD., 12TH FLOOR
LOS ANGELES, CA 90010

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



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Label 890-PB, Oct. 2015
Pitney Bowes

HHS Construction, LLC
2042 South Grove Avenue
Ontario, California 91761

220329

EXHIBIT 2

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 9, 2023

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

HHS CONSTRUCTION LLC, a California Limited Liability Company
Agent for Service of Process:
C T CORPORATION SYSTEM
330 N. Brand Blvd, Suite 700
Glendale, CA 91203
Receipt No.: 7021 1970 0000 9061 4438

CONGRUEX GROUP LLC
Headquarters:
2595 Canyon Blvd Ste 400,
Boulder, Colorado, 80302
Receipt No.: 7021 1970 0000 9061 4421

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff NICHOLAS ALEXANDER VEGA, individually and on behalf of all similarly situated representative aggrieved employees, give NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiffs hereby give written notice by certified mail to the Labor and Workforce Development Agency, HHS CONSTRUCTION LLC, a California Limited Liability Company and CONGRUEX GROUP LLC, through their Agent for Service of Process.

Plaintiffs hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Bernardino County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

EXHIBIT 3

SETTLEMENT AGREEMENT

Plaintiffs Joel Farias and Nicholas Alexander Vega (each a “Plaintiff,” and together, “Plaintiffs”), on behalf of themselves and, where applicable, Aggrieved Employees (as those terms are defined below), and Defendants Congruex Group, LLC (“Congruex”) and HHS Construction, LLC (“HHS”) (collectively “Defendants”) hereby enter this Settlement Agreement (the “Agreement”) as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- A. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC the neutral third-party entity the Parties have agreed to appoint to administer the Settlement subject to Court approval.
- B. “Aggrieved Employees” means all persons employed by any Defendant in hourly or non-exempt positions in California at any time from April 8, 2021, through Approval of this Settlement.
- C. “Aggrieved Employee Data” means the following identifying information for each Aggrieved Employee, if and as it exists in Defendant’s possession: the name; last-known mailing address; Social Security Number; dates of hire and, if applicable, termination of employment; and the number of Pay Periods for each Aggrieved Employee.
- D. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using the National Change of Address database.
- E. “Court” means the Superior Court of California, County of San Bernardino.
- F. “Defense Counsel” means Gerald L. Maatman, Jr., Jennifer A. Riley, and Sarah Gilbert of Duane Morris, LLP.
- G. “Effective Date” means 30 days after the Court’s Approval of the Settlement Agreement (assuming no appeal, motion for reconsideration, or other request for review is filed and, if so, 31 days after all such motions are resolved in favor of appeal).
- H. “Approval” means entry of the Court’s order granting approval of the Settlement and entering judgment in accordance with the terms of this Agreement.
- I. “Approval Hearing” means the Court’s hearing on the Motion for Approval of the Settlement to determine whether to approve and implement the terms of this Agreement, grant approval, and enter the Approval Order and Final Judgment.
- J. “Gross Settlement Fund” means \$995,000.00 (Nine Hundred and Ninety-Five Thousand Dollars and Zero Cents), which is the maximum total amount to be paid by Defendants in connection with this Agreement. The Gross Settlement Fund will be used to pay, without

limitation, Plaintiffs' Individual Settlement Payments, Plaintiffs' attorneys' fees and costs approved by the Court, all interest, all liquidated and/or multiple damages, all penalties, all payroll taxes, including all employer-side payroll taxes, all payments to the LWDA, and all costs including costs of administration of the Settlement Administrator.

- K. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Distributed Amount, defined in Paragraph IV.B.
- L. "Individual Settlement Payments" means the payment of \$10,000.00 (Ten Thousand Dollars and Zero Cents) to each Plaintiff in exchange for their general release of claims against Defendants, each of which are memorialized in separate settlement agreements and contingent upon Court Approval of this Settlement Agreement.
- M. "Lawsuits" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendants and captioned *Joel Farias v. HHS Construction, LLC*, Case No. CIVSB2213104 (Sup Ct. San Bernardino Cty. Cal.); and *Nicholas Alexander Vega v. HHS Construction, LLC*, et al., Case No. CIVSB2309192, as well as Plaintiff Farias' Lawsuit against HHS captioned *Joel Farias v. HHS Construction, LLC*, Case No. CIVSB2206498 (Sup Ct. San Bernardino Cty. Cal.).
- N. "LWDA" refers to the California Labor & Workforce Development Agency.
- O. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*
- P. "PAGA Pay Period" means any pay period during which an Aggrieved Employee performed worked for any Defendant on at least one shift during the PAGA Period.
- Q. "PAGA Period" means the period from April 8, 2021, through the date of Approval.
- R. "PAGA Settlement Fund" means the remainder of the Gross Settlement Amount, after reduction for the Plaintiffs' Individual Settlement Payments, Plaintiffs' attorney's fees and costs approved by the Court, employer-side payroll taxes, and all Settlement Administrator costs.
- S. "PAGA Penalties" means the 75% of the PAGA Settlement Fund to be paid to the LWDA in accordance with Labor Code section 2699, subd. (i).
- T. "PAGA Distributed Amount" means the 25% of the PAGA Settlement Fund allocated among the Aggrieved Employees in accordance with Paragraph IV.B.
- U. "Plaintiffs" collectively refers to Joel Farias and Nicholas Alexander Vega, the named Plaintiffs in the Lawsuits.
- V. "Parties" collectively refers to Plaintiffs and Defendants.
- W. "Released Claims" means any and all suits, actions, causes of action, claims, or demands for PAGA penalties arising through Approval of the Settlement Agreement based on or

arising from any and all claims that were or could have been asserted in the Lawsuits or in Plaintiffs' letters to the LWDA, or based on or arising out of any or all of the facts alleged in any version of the complaints filed in the Lawsuits or in any letter to the LWDA, including without limitation any claims for alleged failure to pay minimum wages, straight wages, or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, failure to pay employees timely during employment, failure to maintain accurate records of hours worked and meal periods, failure to produce requested employment records, unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.*, and statutory penalties based on the foregoing under PAGA (Lab. Code section 2698, *et seq.*) Nothing in this provision releases any claims that cannot be released as a matter of law, but this paragraph will be given the broadest possible interpretation allowable by law.

- X. "Released Claims" shall mean Released Claims of Plaintiffs in these lawsuits.
- Y. "Released Parties" means a) Defendant HHS Construction, LLC; (b) Defendant Congruex Group, LLC; (c) Defendants' respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates, including Insuperity PEO Services, L.P.; (d) the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and (e) any individual or entity which could be jointly liable with any of the foregoing.
- Z. "Settlement" means the resolution of the Lawsuits effected by this Agreement and the final judgment entered by the Court.

II. RECITALS

- A. On March 30, 2022, Plaintiff Farias filed a lawsuit against Defendant HHS in the Superior Court of the State of California, County of San Bernardino, entitled *Joel Farias v. HHS Construction, LLC*, Case No. CIVSB2206498 (this lawsuit was originally a class action lawsuit). On June 23, 2022, PAGA Farias filed a PAGA lawsuit against Defendant HHS in the Superior Court of the State of California, County of San Bernardino, entitled *Joel Farias v. HHS Construction, LLC*, Case No. CIVSB2213104. alleging a cause of action under the PAGA based on alleged Labor Code violations for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Periods; (5) Failure to Pay All Wages Owed at Termination; (6) Failure To Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse Necessary Business Expenses; (8) Failure to Produce Records; (9) Failure to Pay Earned Wages Twice Per Month; and (10) Failure to Maintain Accurate Records of Hours Worked and Meal Periods
- B. On April 19, 2023, Plaintiff Vega filed a lawsuit against Defendants HHS and Congruex in the Superior Court of the State of California, County of San Bernardino, entitled

Nicholas Alexander Vega v. HHS Construction, LLC, et al., Case No. CIVSB2309192. alleging a cause of action under the PAGA based on alleged Labor Code violations for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay All Wages Owed Upon Separation; (6) Failure To Provide Accurate Itemized Wage Statements; (7) Failure to Pay Timely Wages During Employment; and (8) Failure to Reimburse Necessary Business Expenses.

- C. On April 8, 2025, the Parties engaged in mediation with Hon. Amy D. Hogue (Ret.), and through the mediator's and the Parties' efforts in mediation, the Parties reached a settlement of the Lawsuits, the terms of which have been formalized in this Agreement and the individual settlement agreements with Plaintiffs which are incorporated in full as though set forth herein.
- D. The Parties' Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or will be construed as an admission by any Defendant that the claims in the Lawsuits by any of the Plaintiffs or the Aggrieved Employees have merit or that any Defendant bears any liability to any Plaintiff or any Aggrieved Employee.
- E. Defendants specifically deny, and continue to deny, each claim and contention alleged in the Lawsuits and maintain that Defendants have not engaged in any unlawful acts regarding any of the matters alleged in the Lawsuits. Defendants further assert that the Lawsuits cannot manageably proceed to trial as a PAGA representative action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

- A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Lawsuits, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish PAGA representative actions for purposes of liability, and the relative benefits to the Aggrieved Employees of an expeditious resolution of the Lawsuits, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Aggrieved Employees.
- B. By entering into this Settlement, Defendants deny any liability for any of the claims in the Lawsuits, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny engaging in any unlawful or wrongful conduct against Plaintiffs and Aggrieved Employees. Rather, Defendants maintain they complied with, at all times, all applicable laws governing wages and hours of work for their employees.

IV. MONETARY TERMS OF THE SETTLEMENT

- A. Gross Settlement Fund: Defendants will pay no more than \$995,000.00 (Nine Hundred and Ninety-Five Thousand Dollars and Zero Cents) in connection with this Settlement. This amount is all-inclusive of all payments contemplated in this Settlement. The Parties agree that there are no circumstances which would require Defendants to pay any amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in Paragraph X.D. is invoked.
- B. Payments From The Gross Settlement Fund: Subject to the terms and conditions of this Agreement, and subject to approval by the Court, the Administrator will make the following payments out of the Gross Settlement Fund, in the amounts specified by the Court in its order granting Approval. The Settlement is not contingent on the payment of any of the following awards. In other words, the Court's decision to award any of the following payments and the amount of those awards, if any, shall not affect the enforceability of the Settlement.
1. To Plaintiffs' Counsel: Subject to the Court's approval, the Settlement Administrator will pay to Plaintiffs' counsel fees of not more than one-third of the Gross Settlement Fund, which is currently estimated to be \$331,666.66 and expenses of not more than \$40,000 for their actual out-of-pocket costs and expenses. Plaintiffs and/or Plaintiffs' counsel will file a Motion for Approval of PAGA Settlement not later than 16 court days prior to the Approval Hearing. The Plaintiffs and their Counsel, and each of them, agree to accept whatever amounts the Court orders, even if the total is less than the amounts set forth above. If the Court approves an Attorneys' Fees Payment and/or a Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Settlement Fund to the Settlement participants. Released Parties shall have no liability to Plaintiffs' Counsel for any portion any Attorneys' Fee Payment and/or Litigation Expenses Payment. This Settlement is not contingent on the award of Attorneys' Fees Payment or Litigation Expenses Payment. The Administrator will report the Attorneys' Fees Payment and Litigation Expenses Payment to Plaintiffs' Counsel using an IRS Form 1099. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees Payment and the Litigation Expenses Payment and agrees to hold Defendants harmless, and to indemnify Defendant, from any dispute or controversy regarding any division, taxation, or sharing of any of these payments.
 2. To the Administrator: Subject to the Court's approval, the Settlement Administrator will receive an Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. The Parties agree that the actual Administration Expenses Payment shall not exceed that Court-approved figure unless the Court approves a request for additional Administration Expenses Payment. To the extent the Administration Expenses Payment is less, or the Court approves an

Administration Expenses Payment less than \$10,000, the Administrator will allocate the remainder to the PAGA Settlement Fund to the Settlement participants.

3. To the LWDA and Aggrieved Employees: The Settlement Administrator will pay from the PAGA Settlement Fund the sums of 75% allocated to the LWDA as PAGA Penalties, and 25% allocated to the Individual PAGA Payments from the PAGA Distributed Amount.
 4. The Individual Settlement Payments” means the payment of \$10,000.00 (Ten Thousand Dollars and Zero Cents) to each Plaintiff in exchange for their general release of claims against Defendants, each of which are memorialized in separate settlement agreements and contingent upon Court Approval of this Settlement Agreement.
 5. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Distributed Amount by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of each Aggrieved Employee’s respective Pay Periods in the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 6. The Administrator will report the Individual PAGA Payments on IRS Form 1099 as required.
- C. Tax Treatment and Tax Indemnification: Aggrieved Employees, including Plaintiffs, will assume any tax obligations or consequences which may arise from this Settlement. Aggrieved Employees, including Plaintiffs, release all claims that they have or may have against Defendants for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employee, including Plaintiffs, for his or her individual share of taxes related to any payment made under this Settlement or any compensation provided at any time by any Defendant or any of the Released Parties, each Aggrieved Employee, including Plaintiffs, shall be responsible for his or her own defense of and any payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee’s (including Plaintiffs) share of any state or federal tax obligation. Aggrieved Employees, including Plaintiffs, agree to hold Defendants and any of the Released Parties harmless and to fully indemnify Defendants and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys’ fees, which Defendants and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the IRS, the California Franchise Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the Aggrieved Employees, including Plaintiffs, if any, to such authority or agency as a result

of the tax treatment of the payments described above. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, he or she shall contact the Settlement Administrator. Aggrieved Employees, including Plaintiffs, shall not contact Defendants or any of the Released Parties regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

V. SETTLEMENT FUNDING

- A. Based on records kept in the ordinary course of business, Defendants' records show that Aggrieved Employees employed by Defendants worked approximately 61,000 Pay Periods during the PAGA Period. The records further show that Defendants employed approximately 891 allegedly Aggrieved Employees during this period.
- B. Not later than thirty (30) days after this Agreement is approved by the Court, Defendants will deliver information sufficient to identify the Aggrieved Employees to the Administrator, in the form of a Microsoft Excel spreadsheet. For clarity, Defendants may provide hire and termination dates from which the Administrator may calculate total PAGA Pay Periods in lieu of making that calculation. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Defendants and Administrator employees who need access to the Aggrieved Employee Data to effect and perform their duties under this Agreement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement, shall not be shared with Plaintiffs' counsel.
- C. Defendants shall fund a Qualified Settlement Fund with the amount of the Gross Settlement Fund by the Effective Date.

VI. PAYMENTS FROM THE GROSS SETTLEMENT FUND

- A. In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, or if for any reason approval of the settlement does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the Gross Settlement Fund and the Parties' respective legal positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.
- B. Within twenty-one (21) days after Defendants complete funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will mail the Notice of

Settlement (attached hereto as “Exhibit A”), together with settlement checks containing their full Individual PAGA Settlement Payments, with no claims process required, to all Aggrieved Employees, to the last known address of each recipient with directions to the Postmaster to forward the Notice of Settlement and to return all undeliverable Notices of Settlement.

- C. Additionally, within twenty-one (21) days after Defendants complete funding of the Qualified Settlement Fund as set forth in Paragraph V.C., the Administrator will transmit the checks for the Individual Settlement Payments, the LWDA PAGA Penalties payment, the Administration Expenses Payment, the Attorneys’ Fees Payment, and the Litigation Expenses Payment in accordance with this Agreement.
- D. The Administrator will issue checks for the Individual PAGA Settlement Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date,” which is one hundred and eighty (180) days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Settlement Payments to all Aggrieved Employees to the most updated address available to the Administrator.
- E. The Settlement Administrator shall not withhold any taxes from the Individual PAGA Settlement Payment. The Administrator will issue the appropriate tax reporting documentation within the same tax year that the Settlement is paid to the Aggrieved Employees.
- F. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- G. For any Individual PAGA Settlement Payment check that is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the individual, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subdivision (b).

VII. RELEASE OF CLAIMS

- A. General Release by Plaintiffs: The Parties will execute separate individual settlement and release agreements, addressing the general release Plaintiffs are providing to Defendants

in exchange for the Individual Settlement Payments and is contingent upon the approval of this Settlement Agreement.

- B. Release of PAGA Claims: All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the Released PAGA Claims.

VIII. APPROVAL OF PAGA SETTLEMENT

- A. Responsibilities of Counsel: Plaintiffs' Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing either a Stipulation or unopposed Motion for Approval of the PAGA settlement not later than thirty (30) days after the full execution of this Agreement; obtaining the earliest available hearing date mutually convenient for Plaintiffs' Counsel and Defense Counsel for the approval; and for appearing in Court to advocate in favor of the approval as necessary. Plaintiffs' Counsel is responsible for delivering the Court's Approval to the Administrator.
- B. Transmission To LWDA: The Court's approval of the settlement as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiffs' Counsel to the LWDA within ten (10) calendar days upon entry, as required by the PAGA.
- C. Duty to Cooperate: If the Parties disagree on any aspect of the proposed Stipulation or unopposed Motion for Approval of the PAGA Settlement, and/or the supporting declarations and documents, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. Plaintiffs' Counsel agrees to timely consider and incorporate Defense Counsel's reasonable revisions to the Stipulation or unopposed Motion for Approval. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to attempt to reach agreement on modifications to this Agreement to satisfy the Court's concerns.

IX. SETTLEMENT ADMINISTRATION

- A. Selection of the Administrator: The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include conducting a National Change of Address search to update Aggrieved Employees addresses as needed; setting up or identifying a toll-free telephone number and email and a fax number to receive communications from Aggrieved Employees; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Agreement; calculating,

withholding, remitting, and reporting each Plaintiffs' share of applicable payroll taxes for the Individual Settlement Payments (including, without limitation, federal state and local income tax withholding, FICA, Medicare, and any state or local employment taxes); satisfying all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund; satisfying out of the Qualified Settlement Fund all taxes (including any estimated taxes, interest, or penalties) with respect to employer-side payroll taxes and taxes on the interest or other income earned by the Qualified Settlement Fund; satisfying any fees, expenses, and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and function as described in this Settlement Agreement, which such fees, costs, and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

X. ADDITIONAL PROVISIONS

- A. Confidentiality: Prior to the submission of the Settlement to the LWDA as well as the filing of the Motion For Approval of the PAGA Settlement, the Parties and their Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs' Counsel also agrees that, both before and after the filing of the Motion For Approval of the PAGA Settlement (including after the Court grants approval of the Settlement), they will refrain from and will not take any steps to publicize the Settlement, will not make any statements about the Settlement on social media, and will not post any statements about the Settlement on any websites. This paragraph does not restrict (1) Plaintiffs' Counsel's communications with Plaintiffs and Aggrieved Employees in accordance with Class Counsel's ethical obligations owed to Plaintiffs and Aggrieved Employees; (2) Plaintiffs' Counsel's ability to identify the Settlement and/or this action to demonstrate their adequacy as class or representative action counsel in other actions; or (3) Defendants' ability to disclose the Settlement in filings that it is required to make with the IRS, including IRS Form 990 filings, or in other disclosures.
- B. Continuing Jurisdiction of the Court: The Parties agree that, after entry of final judgment, the Court will retain jurisdiction over the Parties, the Lawsuit, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

C. Waiver of the Right to Appeal: Provided the judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Aggrieved Employees waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

D. Escalator Clause:

1. The Gross Settlement Amount was calculated based on Defendant's estimate that, as of March 3, 2025, 891 Aggrieved Employees worked approximately 61,000 Pay Periods during the PAGA Period.
2. If the final Pay Period count upon Approval exceeds this estimate by more than 10% (i.e., $61,000 + (61,000 * 10\%) = 67,100$), Defendants, at their option, may elect to do either of the following: (1) end the PAGA Period on the date in which the number of PAGA Pay Periods reaches 67,100 Pay Periods; or (2) increase the Gross Settlement Amount pro rata for each percentage of increased workweeks over 10%. For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by 15% over 61,000 PAGA Pay Periods, the amount of the Gross Settlement Amount will increase by 5% ($\$995,000 \times 5\% = \$49,750$).
3. If this provision is triggered and the Gross Settlement Amount is increased, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees that Plaintiffs may seek remains one-third of the Gross Settlement Amount, subject to approval by the Court, after the upward adjustment required by this provision is implemented.

E. Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the individual settlement agreements shall constitute the entire agreement between the Parties relating to the Settlement, superseding all prior or contemporaneous agreements, understandings, representations, statements warranties, covenants, or inducements, whether oral or written and whether by a Party or such Party's legal counsel. No rights under this Agreement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

F. Attorney Authorization: Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

G. Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- H. Tax Advice: Neither Plaintiffs' Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, *as amended*) or otherwise.
- I. Modification of Agreement: This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their legal representatives.
- J. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- K. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.
- L. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- M. Confidentiality: To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiffs and Plaintiffs' Counsel agree that they will not, issue any press releases, initiate any contact with the press, respond to any press inquiry, post on any internet website, or have any communication with the press about the Lawsuits, and/or the fact, amount or terms of the settlement.
- N. Use and Return of Aggrieved Employee Data: Information provided to Plaintiffs' Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data or other documentation or information provided to Plaintiffs' Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Administrator confirms the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Aggrieved Employee Data or other documentation or information received from Defendants and verify to Defense Counsel that such destruction has been completed.
- O. Headings: The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- P. Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.

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

To Plaintiffs and the Aggrieved Employees

Wilshire Law Firm, PLC

John G. Yslas
Arrash T. Fattahi
Benjamin H. Haber
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
John.yslas@wilshirelawfirm.com
Arrash.fattahi@wilshirelawfirm.com
Benjamin.haber@wilshirelawfirm.com

JAMES HAWKINS, APLC

Gregory Mauro
9880 Research Dr., Suite 200
Irvine, CA 92618
greg@jameshawkinsaplc.com

To Defendant:

Sarah A. Gilbert (State Bar No. 312865)
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101
Telephone: (619) 744-2230
sagilbert@duanemorris.com

Gerald L. Maatman, Jr. (*pro hac vice*)
Jennifer A. Riley
DUANE MORRIS LLP
190 South LaSalle Street, Suite 3700
Chicago, Illinois 60603-3433
Telephone: (312) 499-6700
Facsimile: (312) 279-6780
gmaatman@duanemorris.com
jariley@duanemorris.com

- R. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or e-mail which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves executed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- S. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation of the Lawsuits shall remain stayed and that they will exercise all reasonable efforts to maintain the stays of the Lawsuits, except to effectuate the terms of this Agreement.
- T. Fair Settlement: The Parties, Plaintiffs' Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.
- U. Parties' Authority: The signatories hereto represent that they are fully authorized to enter into this Settlement.
- V. Effect on Effective Date: In the event that the Effective Date does not occur, this Agreement shall be deemed null, void and unenforceable, and each Party shall retain each of its respective rights as they existed as of the date of the mediation on April 8, 2025, and neither this Agreement, nor any of its accompanying exhibits, nor any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in the Lawsuits or in any other judicial, arbitral, administrative, investigative, or other court tribunal, forum or proceeding.
- W. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to fully construe the provision as valid consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.
- X. Representations by Plaintiffs:
1. Plaintiffs acknowledge the following:
 - (a) Plaintiffs, and each of them, have carefully read and fully understand all of the provisions of this Settlement;
 - (b) Plaintiffs, and each of them, knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;
 - (c) Plaintiffs, and each of them, were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and
 - (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiffs, and each of them, acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Lawsuit.

Y. Representations by Defendants:

1. Defendants acknowledge the following:

- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendants' attorneys before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: _____

JOEL FARIAS

DATED: _____

NICHOLAS ALEXANDER VEGA

AGREED TO BY DEFENDANTS AS TO FORM AND CONTENT:

DATED: 11/12/2025



HHS CONSTRUCTION, LLC and CONGRUEX
GROUP, LLC

By: Kathryn E. Ford

Title: General Counsel

AGREED TO BY PLAINTIFFS' COUNSEL:

Wilshire Law Firm, PLC

DATED: _____

Arrash T. Fattahi

Attorneys for Plaintiff Joel Farias

JAMES HAWKINS APLC

Gregory Mauro
Attorneys for Plaintiff Nicholas Alexander Vega

AGREED TO BY DEFENDANTS' COUNSEL:

DUANE MORRIS LLP

DATED: 11/21/2025

Sarah A. Gilbert

Gerald L. Maatman, Jr.

Jennifer A. Riley

Sarah A. Gilbert

Attorneys for HHS Construction, LLC and
Congruex Group, LLC

Y. Representations by Defendants:

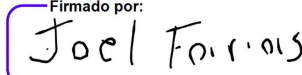
1. Defendants acknowledge the following:

- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendants' attorneys before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: 11/2/2025

Firmado por:

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JOEL FARIAS

DATED: _____

NICHOLAS ALEXANDER VEGA

AGREED TO BY DEFENDANTS AS TO FORM AND CONTENT:

DATED: _____

HHS CONSTRUCTION, LLC and CONGRUEX
GROUP, LLC

By: _____

Title: _____

AGREED TO BY PLAINTIFFS' COUNSEL:

DATED: 11/3/2025

Wilshire Law Firm, PLC



Arrash T. Fattahi

Attorneys for Plaintiff Joel Farias

JAMES HAWKINS APLC

Gregory Mauro
Attorneys for Plaintiff Nicholas Alexander Vega

Y. Representations by Defendants:

1. Defendants acknowledge the following:

- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with Defendants' attorneys before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Lawsuits.

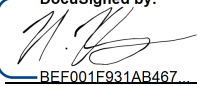
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: _____

JOEL FARIAS

DATED: 11/21/2025

DocuSigned by:

BEF001F931AB467...
NICHOLAS ALEXANDER VEGA

AGREED TO BY DEFENDANTS AS TO FORM AND CONTENT:

.

DATED: _____

HHS CONSTRUCTION, LLC and CONGRUEX
GROUP, LLC

By: _____

Title: _____

AGREED TO BY PLAINTIFFS' COUNSEL:

Wilshire Law Firm, PLC

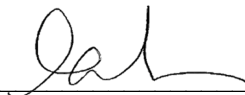
DATED: _____

Arrash T. Fattahi

Attorneys for Plaintiff Joel Farias

DATED: 11/21/2025

JAMES HAWKINS APLC



Gregory Mauro
Attorneys for Plaintiff Nicholas Alexander
Vega

EXHIBIT 4



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Mon 2/9/2026 1:20 PM

To Theresa Chan <theresa.chan@wilshirelawfirm.com>

02/09/2026 01:20:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 02/09/2026 01:20:35 PM your Proposed Settlement was successfully processed for case number LWDA-CM-877849-22

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7C9a2e28acb69a4126f73d08de68211972%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639062688520384106%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtSkskFOLjoiTWFiLlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sd=UCwuumGKTPb6Vp8YFhr4ZtSssWKmFt9Zs7wyf7dHHCg%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7C9a2e28acb69a4126f73d08de68211972%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639062688520384106%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtSkskFOLjoiTWFiLlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sd=UCwuumGKTPb6Vp8YFhr4ZtSssWKmFt9Zs7wyf7dHHCg%3D&reserved=0)

EXHIBIT 5

[Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check because of a lawsuit brought by Joel Farias and Nicholas Alexander Vegas (together, the "Plaintiffs") against Defendants Congruex Group, LLC and HHS Construction, LLC ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA"). The lawsuit was filed in San Bernardino County Superior Court under Case No. CIVSB2213104 (the "Action").

Plaintiffs' Action against Defendants is for civil penalties pursuant to the PAGA, a law that allows Plaintiffs to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiffs claim was "aggrieved" by Defendants' alleged unlawful conduct. Specifically, Plaintiffs allege that Defendants failed to comply with wage-and-hour laws as to non-exempt employees who worked for Defendants.

Defendants strongly deny these claims and maintain that they fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, Defendants agreed to settle the matter. The settlement covers Defendants and each of their respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates, including Insperity PEO Services, L.P.; the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing (all of whom are referred to here as the "Released Parties"). The Court has approved the settlement and release of claims described below. By settling this claim, Defendants and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Defendants in California April 8, 2021 through (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendants' records indicate that you worked for Defendants during the period of April 8, 2021 through .

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Controller's Unclaimed Property Fund. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be categorized as penalties and will be reported to the IRS and state tax authorities as non-wage income.

This settlement bars you and other Aggrieved Employees, for the period spanning April 8, 2021 through , from pursuing all claims for PAGA penalties arising through Approval of the Settlement Agreement based on or arising from any and all claims that were or could have been asserted in the Lawsuits or in Plaintiffs' letters to the LWDA, or based on or arising out of any or all of the facts alleged in any version of the complaints filed in the Action or in any letter to the LWDA, including without limitation any claims for alleged failure to pay minimum wages, straight wages, or overtime wages, unlawful deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, failure to provide sick leave, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to properly calculate the regular rate of pay, failure to pay employees timely during employment, failure to maintain accurate records of hours worked and meal periods, failure to produce requested employment records, unfair business practices in violation of California Business and Professions Code sections 17200, *et seq.*, and statutory penalties based on the foregoing under PAGA.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Administrator's contact person]

EXHIBIT 6

Expenses Subtotals - Filtered Exp. Type

As of 2026-02-06 08:44:48 Pacific Standard Time/PST • Generated by Kathy Park

Filtered By

Show: All matters

Matter: ID equals a0L5G0000PGbza

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Joel Farias - Wage & Hour: 12/6/2021	DTF	10/5/2023	E-3154399		DocuSign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
	E102 — Printing	4/8/2022	E-2981709			\$5.00			\$5.00
	Subtotal	Sum				\$5.00	\$0.00	\$0.00	\$5.00
		Count	1						
	E108 — Postage	4/11/2022	E-932824			\$6.33			\$6.33
		4/11/2022	E-932823			\$6.33			\$6.33
		12/20/2021	E-743285			\$6.13			\$6.13
		12/17/2021	E-738340			\$6.13			\$6.13
	Subtotal	Sum				\$24.92	\$0.00	\$0.00	\$24.92
		Count	4						
Subtotal		Sum				\$31.81	\$0.00	\$0.00	\$31.81
		Count	6						
Total		Sum				\$31.81	\$0.00	\$0.00	\$31.81
		Count	6						

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WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	1/15/2026	CC013126TA-1167	One Legal LLC	HHS Construction LLC (Farias) - Wage & Hour (ClassAction)	27218284-220329-Atty Svc for Court Filing-CMC-Joel Farias-12/6/2021	\$24.73
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	9/8/2025	CC093025TA-1351	One Legal LLC	HHS Construction LLC (Farias) - Wage & Hour (ClassAction)	26236222-220329-Atty Svc for Court Filing-Stipulation-Joel Farias-12/6/2021	\$61.95
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	9/10/2025	CC093025TA-1423	One Legal LLC	HHS Construction LLC (Farias) - Wage & Hour (ClassAction)	26236221-220329-Atty Svc for Court Filing-Stipulation-Joel Farias-12/6/2021	\$45.32
Total							\$132.00

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

02/06/26

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	04/26/2023		HHSCONSTRUCTION(FARIAS).W&H	San Bernardino Superior Court	223286574 (220329) HHS.Construction	3.00	3.00
Bill	04/26/2022	46294	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	46294 HHSCONSTRUCTION(FARIAS).W&H New Case Filing	1,713.50	1,716.50
Bill	08/18/2022	47764	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	47764 HHSCONSTRUCTION(FARIAS).W&H File POS	95.00	1,811.50
Bill	07/19/2022	49276	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	49276 HHSCONSTRUCTION(FARIAS).W&H File Joint CMC and Notice of ...	300.00	2,111.50
Bill	01/20/2023	54670	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	54670 HHSCONSTRUCTION(FARIAS).W&H File Joint CMC and Order Dir...	159.95	2,271.45
Bill	02/01/2023	55114	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	55114 HHSCONSTRUCTION(FARIAS).W&H File Notice of Order	135.00	2,406.45
Bill	03/03/2023	56245	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	56245 HHSCONSTRUCTION(FARIAS).W&H File Joint Stip	159.95	2,566.40
Bill	03/21/2023	56935	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	56935 HHSCONSTRUCTION(FARIAS).W&H File Notice of Order	135.00	2,701.40
Bill	04/21/2023	58427	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	58427 HHSCONSTRUCTION(FARIAS).W&H File Joint Stip Directly with D...	159.95	2,861.35
Bill	04/28/2023	58703	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	58703 HHSCONSTRUCTION(FARIAS).W&H File Notice of Order	135.00	2,996.35
Bill	06/26/2023	61130	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	61130-HHSCONSTRUCTION(FARIAS).W&H-File Joint Stip in Dept S-26	159.95	3,156.30
Bill	06/29/2023	61292	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	61292-HHSCONSTRUCTION(FARIAS).W&H-File Notice of Continuance D...	135.00	3,291.30
Bill	08/21/2023	63628	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	63628-HHSCONSTRUCTION(FARIAS).W&H-File CMS Dept S-26	135.00	3,426.30
Bill	12/13/2023	68766	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	68766-HHSCONSTRUCTION(FARIAS).W&H- File Joint CMS	135.00	3,561.30
Credit C...	08/15/2024	23534923	HHSCONSTRUCTION(FARIAS).W&H	One Legal LLC	23534923-220329-Atty Svc for Court Filing-Opposition to Motion,De...	21.71	3,583.01
Credit C...	12/20/2024	24371386	HHSCONSTRUCTION(FARIAS).W&H	One Legal LLC	24371386-220329-Atty Svc for Court Filing-Notice-HHSCONSTRUCTION...	23.02	3,606.03
Total 501500 · Court Filing Fees						3,606.03	3,606.03
502500 · Legal Expenses							
Credit C...	04/09/2022		HHSCONSTRUCTION(FARIAS).W&H	Department of Industrial Relations	ORD-000157719-LWDA PAGA Submission-220329-HHSCONSTRUCTI...	75.00	75.00
General...	07/25/2022	07/25/22	HHSCONSTRUCTION(FARIAS).W&H	220329 HHSCONSTRUCTION(FARIAS)...	11556631-HHSCONSTRUCTION(FARIAS).W&H-CourtCall	94.00	169.00
General...	01/25/2023	01/25/23	HHSCONSTRUCTION(FARIAS).W&H	220329 HHSCONSTRUCTION(FARIAS)...	11646078-HHSCONSTRUCTION(FARIAS).W&H-CourtCall	72.00	241.00
General...	08/25/2023	08.25.23	HHSCONSTRUCTION(FARIAS).W&H	220329 HHSCONSTRUCTION(FARIAS)...	11733640-HHSCONSTRUCTION(FARIAS).W&H-CourtCall	72.00	313.00
General...	12/18/2023	12.18.23	HHSCONSTRUCTION(FARIAS).W&H	199993 CAHeritageMills(Galvan...	11774799-HHSCONSTRUCTION(FARIAS).W&H-CourtCall	72.00	385.00
General...	10/28/2024	10.28.24	HHSCONSTRUCTION(FARIAS).W&H	252096 BatterBoys(Stuart).W&H	11872401-HHSCONSTRUCTION(FARIAS).W&H-CourtCall	72.00	457.00
Bill	07/19/2022	35434	HHSCONSTRUCTION(FARIAS).W&H	Signature Resolution, LLC	35434-HHSCONSTRUCTION(FARIAS).W&H-50% Mediation Fees sked 09...	7,950.00	8,407.00
Bill	01/13/2022	845647063	HHSCONSTRUCTION(FARIAS).W&H	Thomson Reuters-West Publishi...	Legal Research-HHSCONSTRUCTION(FARIAS).W&H	25.09	8,432.09
Bill	04/06/2022	846130079	HHSCONSTRUCTION(FARIAS).W&H	Thomson Reuters-West Publishi...	Legal Research-HHSCONSTRUCTION(FARIAS).W&H	16.31	8,448.40
Bill	11/06/2023	849221290	HHSCONSTRUCTION(FARIAS).W&H	Thomson Reuters-West Publishi...	Legal Research-HHSCONSTRUCTION(FARIAS).W&H	515.08	8,963.48
Bill	12/04/2023	849369962	HHSCONSTRUCTION(FARIAS).W&H	Thomson Reuters-West Publishi...	Legal Research-HHSCONSTRUCTION(FARIAS).W&H	426.01	9,389.49
Bill	12/04/2023	849369962	HHSCONSTRUCTION(FARIAS).W&H	Thomson Reuters-West Publishi...	Legal Research-HHSCONSTRUCTION(FARIAS).W&H	178.30	9,567.79
Bill	09/03/2024	850711723	HHSCONSTRUCTION(FARIAS).W&H	Thomson Reuters-West Publishi...	Legal Research-HHSCONSTRUCTION(FARIAS).W&H	189.21	9,757.00
Total 502500 · Legal Expenses						9,757.00	9,757.00
502600 · Meals							
Credit C...	11/14/2023		HHSCONSTRUCTION(FARIAS).W&H	Uber Eats	JM Team Strategy-HHSCONSTRUCTION(FARIAS).W&H	61.27	61.27
Total 502600 · Meals						61.27	61.27
502700 · Mediation Fees							
Bill	12/17/2024	PR47376	HHSCONSTRUCTION(FARIAS).W&H	Signature Resolution, LLC	PR47376-HHSCONSTRUCTION(FARIAS).W&H-50% Mediation Fees sked...	7,500.00	7,500.00
Total 502700 · Mediation Fees						7,500.00	7,500.00
502800 · Mileage & Parking							
Check	09/13/2023	112687	HHSCONSTRUCTION(FARIAS).W&H	Arrash Fattahi-Reimbursement	Parking-HHSCONSTRUCTION(FARIAS).W&H	15.00	15.00
Total 502800 · Mileage & Parking						15.00	15.00
503200 · Process Service Fees							
Bill	05/19/2022	47677	HHSCONSTRUCTION(FARIAS).W&H	Valpro Attorney Services, LLC	47677 HHSCONSTRUCTION(FARIAS).W&H-Servee: HHS Construction, L...	278.00	278.00
Total 503200 · Process Service Fees						278.00	278.00
503300 · Professional Fees							
Bill	10/27/2023	7444	HHSCONSTRUCTION(FARIAS).W&H	Berger Consulting Group, LLC	7444-HHSCONSTRUCTION(FARIAS).W&H-1.7 hrs of work	765.00	765.00
Bill	11/20/2023	10198	HHSCONSTRUCTION(FARIAS).W&H	Berger Consulting Group, LLC	10198-HHSCONSTRUCTION(FARIAS).W&H-0.80 hrs of work	360.00	1,125.00
Bill	04/16/2025	15021	HHSCONSTRUCTION(FARIAS).W&H	Berger Consulting Group, LLC	15021 HHSCONSTRUCTION(FARIAS).W&H .40 hours of work	260.00	1,385.00
Total 503300 · Professional Fees						1,385.00	1,385.00

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

02/06/26

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
503500 · Records Investigation							
Bill	07/03/2023	INV90813-01-01	HHSCONSTRUCTION(FARIAS).W&H	USA Express Legal & Investigati...	INV90813-01-01-HHSCONSTRUCTION(FARIAS).W&H-Asset Search Stag...	2,025.00	2,025.00
Total 503500 · Records Investigation						2,025.00	2,025.00
Total 500000 · COS						24,627.30	24,627.30
TOTAL						24,627.30	24,627.30

Expenses Subtotals - Filtered Exp. Type

As of 2026-02-06 08:48:20 Pacific Standard Time/PST • Generated by Kathy Park

Filtered By
Show: All matters
Matter: ID equals a0L5G00000RJzVU
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Joel Farias - Wage & Hour: //	E102 — Printing	1/10/2023	E-2987494			\$5.00			\$5.00
	Subtotal	Sum				\$5.00	\$0.00	\$0.00	\$5.00
		Count	1						
	E108 — Postage	6/13/2024	E-3208999			\$1.76			\$1.76
	Subtotal	Sum				\$1.76	\$0.00	\$0.00	\$1.76
Subtotal		Count	1						
		Sum				\$6.76	\$0.00	\$0.00	\$6.76
		Count	2						
Total		Sum				\$6.76	\$0.00	\$0.00	\$6.76
		Count	2						

EXHIBIT 7



Quotation Request:
Greg Mauro
James Hawkins ALPC
greg@jameshawkinsaplc.com
949.387.7200

Case Name: Farias v. HHS Construction, LLC, et al.
Date: Wednesday, October 1, 2025
RFP Number: 12172034

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Number of Aggrieved Employees	1,100
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$910.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$325.00	1	\$325.00
NCOA Address Update (USPS)	Static Rate	\$281.00	1	\$281.00
Certified Language Translation: Spanish	Static Rate	\$750.00	1	\$750.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,476.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	1,100	\$1,375.00
USPS First Class Postage	Per Piece	\$0.74	1,100	\$814.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	220	\$495.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$5,714.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00

WILL NOT EXCEED:			\$9,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.