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Attorneys for Plaintiffs Toby Lanzarin and Anthony Mixon and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TOBY LANZARIN, individually, and on behalf
of other members of the general public similarly
situated, and ANTHONY MIXON, individually,
and on behalf of other members of the general
public similarly situated and on behalf of
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

vs.

BUILDING MATERIAL DISTRIBUTORS,
INC., a California corporation; and DOES 1
through 25, inclusive,

Defendants.

Case No. 34-2022-00330343-CU-OE-GDS

Honorable Jill H. Talley
Department 23

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENTS, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: October 10, 2025
Time: 9:00 a.m.
Dept: 23

Complaint Filed: November 23, 2022
FAC Filed: February 4, 2025
Trial Date: Not Set

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1 class and representative basis.

2 7. On January 17, 2025, the Parties executed the Joint Stipulation of Class Action and
3 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
4 Settlement Agreement is attached hereto as **Exhibit 1**.

5 8. On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action
6 Complaint (“Operative Complaint”) in the Action. The Operative Complaint alleges eleven (11)
7 causes of action for violations of the California Labor Code for: (1) failure to pay overtime wages,
8 specifically including but not limited to theories involving off-the-clock, regular rate, and failure to
9 pay wages; (2) failure to pay minimum wages, specifically including but not limited to off-the-clock
10 work; (3) failure to provide compliant meal periods and premium payments in lieu thereof, specifically
11 including but not limited to failure to provide compliant meal periods and failure to pay meal premiums
12 at the regular rate of pay; (4) failure to provide compliant rest periods and premiums in lieu thereof,
13 specifically including but not limited to failure to provide compliant rest periods and failure to pay
14 rest break premiums at the regular rate of pay; (5) failure to provide accurate itemized wage statements;
15 (6) failure to timely pay wages upon termination, (7) failure to reimburse necessary business expenses;
16 (8) violations of California Business & Professions Code Section 17200, *et seq.* based on the
17 aforementioned California Labor Code violations; (9) civil penalties under the California Labor Code
18 Private Attorneys General Act of 2004 (“PAGA”) based on the aforementioned California Labor Code
19 violations; (10) violation of the Fair Labor Standards Act (“FLSA”) for failure to pay overtime wages;
20 and (11) violation of the FLSA for the failure to pay minimum wages.

21 9. On February 6, 2025, the Mixon PAGA Action was dismissed without prejudice.

22 10. On February 28, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class
23 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On
24 May 20, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
25 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
26 Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration
27 procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is
28 attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

11. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from November 23, 2018 through May 7, 2024. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from May 30, 2022 through May 7, 2024.

12. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 397 Settlement Class Members who performed work for 40,221 weeks for Defendant as hourly-paid and/or non-exempt employees in California during the Class Period (“Workweeks”) and 227 PAGA Employees who performed work for 6,837 bi-weekly pay periods for Defendant as hourly-paid and/or non-exempt employees in California during the PAGA Period (“PAGA Pay Periods”).

13. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$583,333.33); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Sixteen Thousand Six Hundred Seventy-Nine Dollars and Five Cents (\$16,679.05); (3) Settlement Administration Costs in the amount Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$8,950.00); (4) Enhancement Payments in the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00); and (5) PAGA Amount in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share

1 in a Net Settlement Amount of approximately Nine Hundred Twenty-One Thousand Thirty-Seven
2 Dollars and Sixty-Two Cents (\$921,037.62).

3 14. The Settlement does not require Settlement Class Members to submit claims as a
4 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
5 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
6 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
7 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
8 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
9 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
10 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
11 Administrator by dividing the amount of the PAGA Employees’ 25% share of the PAGA Amount
12 (\$50,000.00) by the total number of PAGA Pay Periods worked by all PAGA Employees during the
13 PAGA Period and multiplying the result by each PAGA Employee’s PAGA Pay Periods worked
14 during the PAGA Period.

15 15. I am aware from my review of the information provided by the Settlement
16 Administrator that the estimated average gross Individual Settlement Share is \$2,316.67, the estimated
17 highest gross Individual Settlement Share is \$6,494.11, and the estimated lowest gross Individual
18 Settlement Share is \$22.87; the estimated average Individual PAGA Payment is \$220.26, the estimated
19 highest Individual PAGA Payment is \$482.67, and the estimated lowest Individual PAGA Payment is
20 \$7.31.

21 16. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
22 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
23 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
24 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
25 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
26 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
27 Members for their net payment of their Individual Settlement Share (“Individual Settlement
28 Payment”). Defendant will separately pay any and all employer payroll taxes owed on the wages

1 portion of the Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one
2 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
3 Settlement Administrator.

4 17. Each Individual Settlement Payment and Individual PAGA Payment check will be
5 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
6 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
7 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
8 in the name of the Settlement Class Member and/or PAGA Employee at issue.

9 **Notice to the LWDA**

10 18. On February 24, 2025, Class Counsel submitted a copy of the Settlement Agreement
11 to the LWDA through its online submission portal in compliance with California Labor Code §
12 2699(l)(2). The LWDA has not objected or otherwise responded to the submission.

13 **The Settlement Is Fair and Reasonable**

14 ***Discovery and Informed Arms-Length Negotiations***

15 19. The Parties' settlement negotiations were at all times made at arm's-length and were
16 adversarial. The Settlement was reached following two days of mediation with a highly respected
17 mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in
18 additional negotiations in order to finalize the long-form agreement presently before the Court.

19 20. The Parties engaged in extensive informal discovery prior to reaching a settlement.
20 Prior to mediation, Defendant produced a random sampling of putative class members' time and pay
21 records as well as Defendant's relevant wage and hour policies, and information regarding the total
22 number of putative class members, the number of current versus former employees, the total
23 workweeks worked by the putative class members, and the average rate of pay for the putative class
24 members.

25 21. Based on the information exchanged, the Parties extensively briefed issues regarding
26 class certification and liability and provided their analyses to the Mediator who helped the Parties
27 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing
28 and prepared to litigate this matter through class certification and trial if the Parties had been unable

1 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
2 capable and experienced counsel. Class Counsel are respected members of the California State Bar
3 with strong records of vigorous and effective advocacy and are experienced in handling complex wage
4 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience
5 to act intelligently in negotiating the Settlement.

6 22. Although the investigation and information discovered supports Plaintiffs' contentions,
7 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
8 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

9 23. Class Counsel are aware of Defendant's defenses and arguments and have also taken
10 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
11 inherent in such litigation, including those involved in class and/or representative adjudication.
12 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
13 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
14 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
15 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

16 24. Defendant denied and continues to deny any liability and wrongdoing of any kind
17 associated with the claims alleged in the Action, and further denies that class certification is
18 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
19 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
20 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
21 individual issues would predominate should this case go to trial. As with all class actions, these
22 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
23 that the Court may deny class certification.

24 25. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
25 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
26 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
27 to request and analyze thousands of pages of documents, obtain the Class Members' contact
28 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of

current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

26. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California, and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Attorneys' Fees and Costs

27. Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$583,333.33) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Sixteen Thousand Six Hundred Seventy-Nine Dollars and Five Cents (\$16,679.05). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

28. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

1 29. In the present case, Class Counsel has borne all of the risks and costs of litigation and
2 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
3 workload during this litigation when considering taking on additional work that was available, and
4 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
5 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
6 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
7 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
8 similar matters, Plaintiffs maintain that the requested attorneys' fees of one-third (1/3) of the Gross
9 Settlement Amount (i.e., \$583,333.33) are reasonable and should be awarded.

10 30. Blackstone was started in February 2018, representing plaintiffs in individual and
11 representative employment litigation. The firm has grown exponentially over the past seven-plus
12 years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor
13 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm
14 focused on other complex general litigation matters. Blackstone has been counsel of record on several
15 class and PAGA actions that have since been resolved, the most recent of which are attached hereto
16 as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
17 matters as follows:

18 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
19 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
20 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
21 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
22 associate and remained employed there from September 2008 through August 2015. During his
23 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
24 employment, corporate, entertainment, and general business litigation matters, though his primary area
25 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
26 those cases, he was the only or primary attorney managing the case and thus obtained extensive
27 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
28 employment intakes; was the primary contact for all clients; took and defended hundreds (if not

1 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
2 motions and pleadings, including dispositive and certification motions; strategized on all cases;
3 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
4 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
5 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
6 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
7 the cases he managed were highly publicized, with articles written about them in the Los Angeles
8 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
9 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,150,
10 which is well within the prevailing rate for attorneys with his experience in this area of practice in
11 Southern California.

12 b. Miriam L. Shimmel is a 28-year litigator who joined Blackstone in June 2022,
13 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
14 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
15 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
16 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
17 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
18 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
19 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
20 class actions and representative actions pursuant to PAGA, as well as individual actions based on
21 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
22 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
23 employers/businesses. On many of those cases, she was the senior lead attorney managing the
24 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
25 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
26 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
27 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
28 strategized on all cases; participated in and directed communication with class members; attended

1 hearings; led and participated in mediations; coordinated with class action administrators; prepared
2 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
3 complex, and appellate courts. Her billable rate is \$1,050, which is well within the prevailing rate for
4 attorneys with her experience in this area of practice in Southern California.

5 c. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
6 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
7 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
8 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
9 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
10 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
11 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
12 reasonable based on her education and experience and is in line with the market rate.

13 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
14 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
15 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
16 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
17 licensed in all federal district courts of California. I have worked on many wage and hour class action
18 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
19 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
20 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
21 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
22 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
23 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
24 in line with the market rate.

25 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
26 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
27 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
28 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the

1 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
2 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
3 individual and class action cases. He was most recently recognized as a 2025 Southern California
4 Rising Star by Super Lawyers. His hourly rate of \$650 is reasonable based on his education and
5 experience and is in line with the market rate.

6 f. Jasmine Y. Kianfard recently joined Blackstone. She received her Bachelor of Arts
7 degree from California State University, Fullerton in 2015, her Master of Journalism from University
8 of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale
9 E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023. Her hourly
10 rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

11 31. Class Counsel has spent approximately 334.80 total hours litigating this matter. To
12 date, our total fees incurred amount to \$305,070. Each attorney who worked on this matter engaged
13 in a multitude of tasks, including communicating with the clients and defense counsel; investigating
14 the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery
15 requests, and joint statements; reviewing documents; preparing for and attending mediation; and
16 facilitating the settlement by drafting the settlement documents and motion papers for obtaining
17 settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and
18 experience in the relevant community is the scarcity of hourly fee-paying clients in class action
19 litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly
20 basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-
21 up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
22 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to
23 trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a
24 contingent fee relationship, but the nature of class action work should be strongly considered by the
25 Court. Wage and hour work presents a specialized and challenging area of law that is not within the
26 knowledge of many lawyers. This kind of class action work requires specialized learning and the
27 willingness to take large risks. A summary of Blackstone's lodestar for each attorney who worked on
28 this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	42.40	\$1,150	\$48,760
Miriam L. Schimmel	Senior Counsel	135.30	\$1,050	\$142,065
Joana Fang	Senior Associate	83.40	\$750	\$62,550
Alexandra Rose	Senior Associate	48.20	\$750	\$36,150
Jared C. Osborne	Senior Associate	15.20	\$650	\$9,880
Jasmine Y. Kianfard	Associate	10.30	\$550	\$5,665

32. We expect to spend an additional 10 hours (\$10,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$315,570.

33. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Class Counsel seeks reimbursement of a total of Sixteen Thousand Six Hundred Seventy-Nine Dollars and Five Cents (\$16,679.05) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

34. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payments

35. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (for a total of \$20,000.00). The requested Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to

1 \$20,000.00, although some awards are higher. The Declaration of Plaintiffs Toby Lanzarin and
2 Anthony Mixon submitted herewith details their work and efforts in bringing and litigating this matter
3 through resolution and supports the requested Enhancement Payments. The requested Enhancement
4 Payments were also disclosed in the Class Notice provided to the Class Members.

5 ***Settlement Administration Costs***

6 36. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court
7 approved, Settlement Administration Costs not to exceed Eleven Thousand Dollars and Zero Cents
8 (\$11,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel
9 with its quote stating that its cost to administer the Settlement is Eight Thousand Nine Hundred Fifty
10 Dollars and Zero Cents (\$8,950.00).

11 ***Allocation to the LWDA***

12 37. As part of the Settlement, Defendant has agreed to pay Two Hundred Thousand Dollars
13 and Zero Cents (\$200,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,
14 of which the payment of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (75% of
15 the PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

16 38. It is extremely common in approved wage and hour class action cases that settle that
17 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
18 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
19 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
20 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
21 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
22 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
23 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
24 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
25 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
26 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
27 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
28 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final

1 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
2 in these approved settlements, the parties generally maximized statutory penalties and minimized
3 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
4 California Labor Code violations.

5 *Notice to the Class*

6 39. The Class Notice approved by the Court met the requirements for proper notice of
7 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
8 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
9 to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the
10 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice
11 described the proposed Settlement with enough specificity to allow each Class Member to make an
12 informed choice whether to accept and participate in it. It also explained how and when Class
13 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date
14 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
15 additional information about the Settlement.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed on September 17, 2025, at Jersey City, New Jersey.

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20 Alexandra Rose
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EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Toby Lanzarin (“Plaintiff
4 Lanzarin”), individually, and on behalf of all others similarly situated, Plaintiff Anthony Mixon
5 (“Plaintiff Mixon”), individually, and on behalf of all others similarly situated and on behalf of the
6 State of California with respect to aggrieved employees (together, Plaintiff Lanzarin and Plaintiff
7 Mixon are referred to as the “Plaintiffs” or “Class Representatives”), and Defendant Building Material
8 Distributors, Inc. (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as “Parties” and
9 individually as “Party”).

10 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
11 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
12 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

13 **RECITALS**

14 1. On November 23, 2022, Plaintiff Lanzarin filed a Class Action Complaint for Damages
15 against Defendant in the action entitled *Toby Lanzarin v. Building Material Distributors, Inc.*,
16 Sacramento County Superior Court Case No. 34-2022-00330343-CU-OE-GDS (“Action”).

17 2. On May 30, 2023, Plaintiff Mixon provided written notice to the Labor and Workforce
18 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
19 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
20 Code alleged to have been violated by Defendant (“PAGA Letter”). On August 4, 2023, Plaintiff
21 Mixon filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California
22 Labor Code §§ 2698 Et Seq. against Defendant in the action entitled *Anthony Mixon v. Building*
23 *Material Distributors, Inc.*, Sacramento County Superior Court Case No. 23CV006163 (“*Mixon*
24 PAGA Action”).

25 3. The Parties agree that Plaintiffs will file a First Amended Class and Representative
26 Action Complaint (“Operative Complaint”) in the Action, which adds Plaintiff Mixon as a named
27 plaintiff, the PAGA claims alleged in the *Mixon* PAGA Action, and causes of action under the Fair
28 Labor Standards Act (“FLSA”). Together, the Action and Mixon PAGA Action are referred to as the

1 “Actions.” The Operative Complaint alleges eleven (11) causes of action for violations of the
2 California Labor Code for: (1) failure to pay overtime wages, specifically including but not limited to
3 theories involving off the clock, regular rate, and failure to pay wages; (2) failure to pay minimum
4 wages, specifically including but not limited to off the clock work; (3) failure to provide compliant
5 meal periods and premium payments in lieu thereof, specifically including but not limited to failure to
6 provide compliant meal periods and failure to pay meal premiums at the regular rate of pay; (4) failure
7 to provide compliant rest periods and premiums payments in lieu thereof, specifically including but
8 not limited to failure to provide compliant rest periods and failure to pay rest break premiums at the
9 regular rate of pay; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay
10 wages upon termination; (7) failure to reimburse necessary business expenses; (8) violations of
11 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
12 Labor Code violations; (9) civil penalties under the Private Attorneys General Act of 2004 pursuant
13 to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California
14 Labor Code violations; (10) violation of the FLSA for the failure to pay overtime wages; and (11)
15 violation of the FLSA for the failure to pay minimum wages.

16 4. The Parties agree that once the Operative Complaint is filed, Plaintiff Mixon will
17 dismiss the *Mixon* PAGA Action without prejudice. The Parties further agree that if the Settlement is
18 not ultimately approved, Plaintiff will have five court days to submit a request to the Court to amend
19 the Action to dismiss the FLSA causes of action without prejudice.

20 5. Defendant denies all materials allegations set forth in the Actions and has asserted
21 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
22 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
23 and Released PAGA Claims (as defined herein).

24 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
25 including any and all applicable defenses and the applicable law. The investigation included, *inter*
26 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
27 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
28 merits of the claims and contentions of the Parties.

7. On March 6, 2024 and March 8, 2024, the Parties participated in mediation with Brandon McKelvey, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

1 d. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
3 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
4 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
5 number; (4) dates worked for Defendant during the Class Period; and (8) such other information as is
6 necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods (if
7 applicable).

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

10 f. “Class Period” means the period from November 23, 2018 through May 7,
11 2024.

12 g. “Class Settlement” means the settlement and resolution of all Released Class
13 Claims.

14 h. “Court” means the Superior Court of the State of California for the County of
15 Sacramento.

16 i. “Defendant’s Counsel” means Eugene C. Ryu, Penny Chen Fox, Jessica S.
17 Kang, and Lauren E. Elvick of K&L Gates LLP.

18 j. “Dispute” means a letter submitted by a Class Member disputing the number of
19 Workweeks and/or PAGA Pay Periods to which they have been credited, which must: (a) contain the
20 case name and number of the Action; (b) contain the Class Member’s full name, signature, address,
21 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
22 clearly state that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods
23 credited to the Class Member and what the Class Member contends is the correct number; and (d) be
24 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
25 Response Deadline.

26 k. “Effective Date” means the date when all of the following events have occurred:
27 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
28 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been

1 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
2 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
3 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
4 entered a Final Approval Order and Judgment; and (6) the later of the following events: (A) when the
5 period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has
6 elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any
7 appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and
8 conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ,
9 intervention, or other proceeding has upheld the Court's Final Approval Order and Judgment with no
10 right to pursue further remedies or relief.

11 l. "Employer Taxes" means the employer's share of taxes and contributions in
12 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
13 in addition to the Gross Settlement Amount.

14 m. "Enhancement Payment(s)" means the amounts to be paid to Plaintiffs, in
15 recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA
16 Employees, and general release of claims, as set forth in Paragraph 13.

17 n. "Final Approval" means the determination by the Court that the Settlement is
18 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

19 o. "Final Approval Hearing" means the hearing at which the Court will consider
20 and determine whether the Settlement should be granted Final Approval.

21 p. "Final Approval Order and Judgment" means the order granting final approval
22 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
23 Parties, and subject to approval by the Court.

24 q. "Gross Settlement Amount" means the amount of One Million Seven Hundred
25 Fifty Thousand Dollars and Zero Cents (\$1,750,000.00) to be paid by Defendant in full satisfaction of
26 the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees
27 and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net
28 Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer

1 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
2 non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
3 Settlement Amount is not subject to increase, except as provided for in Paragraph 16.

4 r. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
6 calculated in accordance with Paragraph 18.

7 s. "Individual Settlement Payment" means the net payment of each Settlement
8 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
9 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
10 Paragraph 19.

11 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
13 in accordance with Paragraph 17.

14 u. "LWDA Payment" means the amount of One Hundred Fifty Thousand Dollars
15 and Zero Cents (\$150,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to
16 the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

17 v. "Net Settlement Amount" means the portion of the Gross Settlement Amount
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
19 less the Court-approved Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, and
20 Settlement Administration Costs.

21 w. "Notice of Objection" means a Settlement Class Member's written objection to
22 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
23 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's
24 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
25 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
26 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
27 specified address, postmarked on or before the Response Deadline.

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x. “PAGA Amount” means the allocation of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$150,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$50,000.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

z. “PAGA Employee Amount” means the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Pay Periods.

aa. “PAGA Period” means the period from May 30, 2022 through May 7, 2024.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

cc. “PAGA Pay Periods” means the number of Pay Periods each PAGA Employee performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period. PAGA Pay Periods will be calculated by the Settlement Administrator utilizing the Class List, Defendant’s anonymized class time and pay data, and any other information necessary for the Settlement Administrator to accurately calculate the Pay Periods and PAGA Pay Periods. A Pay Period is defined as a bi-weekly pay period during which an hourly-paid and/or non-exempt employee performed work on at least one day in that bi-weekly period within the PAGA Period. Upon receipt of the Defendant’s Class List and data, the Settlement Administrator shall have seven (7) calendar days to provide notice to the Parties’ counsel of its calculations for the PAGA Pay Periods. Upon receipt of the Settlement Administrator’s calculation of PAGA Pay Periods, either Party will have four (4) business days to challenge the calculations, if they believe the calculations to be in error, and all Parties’ counsel must be included on the correspondence to the Settlement Administrator.

dd. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

1 ee. “Preliminary Approval Order” means the order granting preliminary approval
2 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
3 the Court.

4 ff. “Released Class Claims” means any and all claims, debts, liabilities, demands,
5 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
6 pleaded or that could have been pleaded based on the same or similar factual allegations as those
7 alleged in the Operative Complaint, arising during the Class Period, under any federal, state, or local
8 law, and shall specifically include but are not limited to claims for Defendant’s alleged failure to pay
9 overtime and minimum wages (including, but not limited to, payment of minimum wages and overtime
10 wages at the regular rate of pay for off-the-clock work during meal periods), provide compliant meal
11 and rest periods and associated premium payments, timely pay wages upon termination, provide
12 accurate wage statements, and reimburse necessary business-related expenses (including, but not
13 limited to, the purchase of work pants, steel-toe boots, safety gloves, and the usage of personal cell
14 phones for work-related purposes) in violation of California Labor Code Sections 201, 202, 203, 210,
15 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
16 Industrial Welfare Commission Wage Order, and all claims for attorneys’ fees and costs and statutory
17 interest in connection therewith, California Business and Professions Code Sections 17200, *et seq.*,
18 Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207,
19 and any claims for injunctive relief, declaratory relief, restitution, Federal Labor Standards Act,
20 fraudulent business practices, or punitive damages alleged or which could have been alleged under the
21 facts, allegations, and/or claims pleaded in the Operative Complaint.

22 gg. “Released PAGA Claims” means any and all claims pleaded or that could have
23 been pleaded based on the same or similar factual allegations as those alleged in the Operative
24 Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private
25 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for
26 attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum
27 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
28 during employment and upon termination, provide complaint wage statements, maintain complete and

1 accurate payroll records, and reimburse necessary business-related expenses in violation of California
2 Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d),
3 1174.5, 1194, 1197, 1197.1, 1198, 2699(g)(1), 2800, and 2802, and the applicable Industrial Welfare
4 Commission Wage Order.

5 hh. “Released Parties” means Defendant and its past and present direct or indirect
6 parents, subsidiaries, predecessors, successors, and affiliates as well as each of their past and present
7 officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers,
8 reinsurers, and any individual or entity which could be jointly liable with Defendant.

9 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
10 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
11 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
12 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
13 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 jj. “Response Deadline” means the deadline by which Class Members must submit
16 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)
17 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class
18 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
19 Deadline will be extended to the next day on which the United States Postal service is open. The
20 Response Deadline may also be extended by express agreement between Class Counsel and
21 Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the
22 authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
23 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
24 from the original Response Deadline.

25 kk. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
26 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
27 of administering the Settlement. The Parties and their counsel each represent that they do not have
28 any financial interest in the Settlement Administrator or otherwise have a relationship with the

Settlement Administrator that could create a conflict of interest.

11. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 15.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator utilizing the Class List, Defendant’s anonymized class time and pay data, and any other information necessary for the Settlement Administrator to accurately calculate the Workweeks. In order to qualify as a Workweek, the Class Member must have performed work on at least one day in that week during the Class Period. Upon receipt of the Defendant’s Class List and data, the Settlement Administrator shall have seven (7) calendar days to provide notice to the Parties’ counsel of its calculations for the Workweeks. Upon receipt of the Settlement Administrator’s calculation of Workweeks, either Party will have four (4) business days to challenge the calculations, if they believe the calculations to be in error, and all Parties’ counsel must be included on the correspondence to the Settlement Administrator.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

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1 **TERMS OF THE AGREEMENT**

2 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
3 forth herein, the Parties agree, subject to the Court's approval, as follows:

4 12. **Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any application
5 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
6 Settlement Amount (i.e., \$583,333.33 if the Gross Settlement Amount is \$1,750,000.00) and
7 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
8 of the Actions, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00),
9 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
10 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
11 the Actions, including without limitation all work performed and costs incurred to date, and all work
12 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
13 Settlement Agreement, including any objections raised and any appeals necessitated by those
14 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
15 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
17 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
18 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19 13. **Enhancement Payments.** Defendant agrees not to oppose or impede any application or
20 motion by Plaintiffs for Enhancement Payments in the amount up to Ten Thousand Dollars and Zero
21 Cents (\$10,000.00) each (total, \$20,000.00). The Enhancement Payments, which will be paid from
22 the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual
23 Settlement Payment and/or Individual PAGA Payment. Plaintiffs shall be solely and legally
24 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
25 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for
26 the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded
27 by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the
28 Settlement Class Members. The Parties agree that the Class Representatives will execute a full general

1 release with a Civil Code Section 1542 waiver in exchange for the Enhancement Payments.

2 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
3 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) shall be allocated from the Gross
4 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
5 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$150,000.00,
6 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$50,000.00,
7 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based
8 on the total number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period
9 (i.e., the Individual PAGA Payments).

10 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
11 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
12 which is currently not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00). These costs,
13 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
14 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and
15 other documents for the Settlement, calculating and distributing payments due under the Settlement,
16 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
17 remittances, providing necessary reports and declarations, and other duties and responsibilities set
18 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
19 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
20 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
21 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
22 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
23 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
24 Settlement Class Members.

25 16. Escalator Clause. Defendant has represented that the Class Members worked a total of
26 40,000 Workweeks during the Class Period. If it is determined by the Settlement Administrator that
27 the total number of Workweeks worked by the Class Members during the Class Period actually
28 exceeds 40,000 by more than 10% (i.e., by more than 44,000 Workweeks), then Defendant shall

1 increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the
2 number of Workweeks worked by the Class Members above 40,000.

3 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
4 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
5 Workweeks, as follows:

6 a. After Preliminary Approval, the Settlement Administrator will divide the Net
7 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
8 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
9 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be
10 entitled to receive under the Class Settlement.

11 b. After Final Approval, the Settlement Administrator will divide the final Net
12 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
13 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
14 Value to each Settlement Class Member's final Individual Settlement Share.

15 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
16 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
17 number of PAGA Pay Periods, as follows: The Settlement Administrator will divide the PAGA
18 Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA
19 Employees to yield the "PAGA Pay Period Value," and multiply each PAGA Employee's individual
20 PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA
21 Payment.

22 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
23 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
24 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
25 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
26 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
27 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
28 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their

Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

21. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
5 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
11 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
12 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
13 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
14 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
15 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

16 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
17 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
18 are issued to the payee. It is expressly understood and agreed that payments made under this
19 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
20 to additional compensation or benefits under any new or additional compensation or benefits, or any
21 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
22 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
23 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
24 any contrary language or agreement in any benefit or compensation plan document that might have
25 been in effect during the Class Period).

26 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
27 Upon execution of this Settlement Agreement, Plaintiffs will obtain a hearing date from the Court for
28 Plaintiffs' motion for preliminary approval of the Settlement, which Plaintiffs and Class Counsel will

1 be responsible for drafting, with input from Defendant's Counsel to the extent reasonable, and submit
2 this Settlement Agreement to the Court in support of said motion. Class Counsel will provide
3 Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court within
4 five (5) court days of the filing deadline. Defendant will provide comments to Plaintiff within two (2)
5 business days of receipt. Defendant agrees not to oppose the motion for preliminary approval of the
6 Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply
7 for the entry of the Preliminary Approval Order seeking the following:

- 8 a. Conditionally certifying the Class for settlement purposes only;
- 9 b. Granting Preliminary Approval of the Settlement;
- 10 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 11 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 12 e. Approving as to form and content, the mutually-agreed upon and proposed
13 Class Notice and directing its mailing by First Class U.S. Mail;
- 14 f. Approving the manner and method for Class Members to request exclusion
15 from or object to the Class Settlement as contained herein and within the Class Notice;
- 16 g. Scheduling a Final Approval Hearing at which the Court will determine whether
17 Final Approval of the Settlement should be granted.

18 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
19 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
20 approval of the Settlement.

21 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
22 Defendant will provide the Class List to the Settlement Administrator.

23 27. Notice by First-Class U.S. Mail.

- 24 a. Within five (5) business days after the Parties either: (i) do not challenge the
25 PAGA Pay Period or Workweek calculations within the time period allocated under Sections 9(cc)
26 and 9(nn); (ii) provide notice to the Settlement Administrator that they do not challenge the PAGA
27 Pay Period or Workweek calculations; or (iii) the Parties and the Settlement Administrator resolve any
28 challenges to the PAGA Pay Period or Workweek calculations, the Settlement Administrator will

perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member should be credited with under the Settlement. The

Settlement Administrator's decision on such disputes will be final and non-appealable.

29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees cannot opt out of the PAGA Settlement.

30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel

1 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
2 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
3 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
4 whether they have submitted a Notice of Objection.

5 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
6 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
7 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
8 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
9 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
10 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
11 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
12 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
13 Dispute.

14 32. Defendant's Right to Rescind. If more than seven point five percent (7.5%) of the
15 Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the
16 Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to
17 Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties
18 of the number of Class Members who have submitted timely and valid Requests for Exclusion
19 following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs
20 of settlement administration owed to the Settlement Administrator incurred up to that date.

21 33. Certification of Completion. Upon completion of administration of the Settlement, the
22 Settlement Administrator will provide a written declaration under oath to certify such completion to
23 the Court and counsel for all Parties.

24 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
25 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
26 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
27 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
28 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final

Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

35. Funding of the Gross Settlement Amount. No later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

36. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

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1 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
12 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
13 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
14 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
15 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
16 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
17 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
18 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
19 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
20 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
21 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
22 Settlement. The Settlement Administrator shall include on the memo line of Individual Settlement
23 Payment checks: "By cashing this check, I am opting into the FLSA release in the matter of *Toby*
24 *Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court Case No.
25 34-2022-00330343-CU-OE-GDS."

26 38. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
27 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,
28 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims,

1 except that only those Settlement Class Members who cash or deposit their Individual Settlement
2 Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims
3 that arise under the FLSA.

4 39. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
5 Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will
6 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
7 discharged the Released Parties of all Released PAGA Claims.

8 40. Plaintiffs' General Release. Upon the full funding of the Gross Settlement Amount,
9 Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever
10 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
11 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
12 or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
13 asserted or unasserted, which Plaintiffs, at any time of execution of this Settlement Agreement, had or
14 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
15 or resulting from their employment and/or separation of employment with the Released Parties,
16 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation
17 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
18 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
19 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
20 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
21 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
22 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
23 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
24 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
25 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed
26 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
27 not include a release of any claims that cannot be released hereunder by law. Plaintiffs understand
28 and expressly agree that this Settlement Agreement extends to claims that they have against Defendant,

1 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
2 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
3 or before the execution of this Settlement Agreement. Any and all rights granted under any state or
4 federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of
5 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
6 the California Civil Code reads as follows:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
8 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
9 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
10 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
11 **THE DEBTOR OR RELEASED PARTY.**

12 Plaintiffs understand that Section 1542 gives the right not to release existing claims of which
13 they are not now aware, unless Plaintiffs voluntarily choose to waive this right. Having been so
14 apprised, Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect to
15 assume all risks for claims that now exist in their favor, known or unknown.

16 41. Disclosure of Settlement. Plaintiffs, as well as Class Counsel, will not make any public
17 disclosure of the Settlement until after the filing of the motion for preliminary approval of the
18 Settlement. Plaintiffs and their counsel represent that they have not made any such disclosure. Class
19 Counsel will take all steps necessary to ensure that Plaintiffs are aware of, and will encourage them to
20 adhere to, the restriction against any public disclosure of the Settlement until after the motion for
21 preliminary approval of the Settlement is filed. Thereafter, Class Counsel and Plaintiffs agree not to
22 publicize the terms of the Settlement with the media, including but not limited to, any newspaper,
23 journal, magazine, website, and/or online reporter of settlements or on any website. Nothing in this
24 Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge
25 their duties as Class Counsel, including but not limited to, communicating with Class Members
26 regarding the Settlement where necessary. Nothing herein will restrict Class Counsel from including
27 publicly available information regarding the Settlement in future judicial submissions regarding Class
28 Counsel's qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake
any and all disclosures required to be made to the LWDA in conformity with PAGA.

1 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

6 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
11 Settlement Agreement.

12 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and
15 no Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning.

4 45. If the Court ultimately declines to finally approve the Settlement or the Effective Date
5 otherwise fails to occur (this Paragraph does not apply if the Court initially denies final approval and/or
6 requires the Parties to submit supplemental briefing regarding the motion for final approval), the entire
7 Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All
8 negotiations, statements, proceedings, and data relating thereto shall be protected by California
9 Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

10 46. FLSA Representation. Defendant represents and warrants that, at the time of execution
11 of this Settlement Agreement, there are no other FLSA cases pending against Defendant which would
12 be extinguished in part or in full by an FLSA release. Defendant reserves all rights with respect to
13 defense against an FLSA claim including but not limited to removal, if the Settlement is ultimately
14 not approved.

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

19 48. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
20 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
21 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 49. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
23 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
24 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
25 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
26 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
27 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
28 which provide that a written agreement is to be construed according to its terms and may not be varied
or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written

1 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

2 50. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings and
3 discovery in the Action (including with respect to California Code of Civil Procedure § 583.310),
4 except such proceedings necessary to implement and complete this Settlement Agreement, pending
5 the Final Approval Hearing to be conducted by the Court.

6 51. Amendment or Modification. Prior to the filing of the motion for preliminary approval
7 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
8 except by written agreement signed by counsel for all Parties. After the filing of the motion for
9 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
10 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
11 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
12 constitute a waiver of any other provision.

13 52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
15 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
16 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
17 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
18 full authority to enter into this Settlement Agreement, and further intend that this Settlement
19 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
20 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
21 confidentiality provisions that otherwise might apply under state or federal law.

22 53. Signatories. It is agreed that because the members of the Class are so numerous, it is
23 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
24 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
25 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
26 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
27 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
28 Member and PAGA Employee.

54. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 55. California Law Governs. All terms of this Settlement Agreement and attached exhibits
2 hereto will be governed by and interpreted according to the laws of the State of California.

3 56. Execution and Counterparts. This Settlement Agreement is subject only to the
4 execution of all Parties. However, this Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
6 copies of the signature page, will be deemed to be one and the same instrument.

7 57. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
9 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking
10 into account all relevant factors, present and potential. The Parties further acknowledge that they are
11 each represented by competent counsel and that they have had an opportunity to consult with their
12 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if
13 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the
14 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
15 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.
16 The Mediator's compliance with any such request by the Court shall not be deemed a waiver of
17 settlement or mediation privilege.

18 58. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement
21 Agreement valid and enforceable.

22 59. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
23 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
24 to implement the Settlement.

25 60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
26 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
27 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
28 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines

1 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
2 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
3 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
4 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
5 construed as an admission or concession by Defendant of any such violations or failures to comply
6 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
7 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
8 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
9 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
10 federal, state, local or other applicable law.

11 61. Captions. The captions and paragraph numbers in this Settlement Agreement are
12 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
13 intent of the provisions of this Settlement Agreement.

14 62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
15 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
16 construed more strictly against one Party than another merely by virtue of the fact that it may have
17 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
18 negotiations between the Parties, all Parties have contributed equally to the preparation of this
19 Settlement Agreement.

20 63. Representation By Counsel. The Parties acknowledge that they have been represented
21 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
22 that this Settlement Agreement has been executed with the consent and advice of counsel, and
23 reviewed in full.

24 64. All Terms Subject to Final Court Approval. All amounts and procedures described in
25 this Settlement Agreement herein will be subject to final Court approval.

26 65. Notices. All notices, demands, and other communications to be provided concerning
27 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
28 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed

as follows:

To Plaintiffs and Class Counsel:

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jgenish@blackstonepc.com

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mschimmel@blackstonepc.com

Joana Fang

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K&L GATES LLP

10100 Santa Monica Boulevard, Eighth Floor

Los Angeles, California 90067

Tel: (310) 552-5000 / (310) 552-5001

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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

IT IS SO AGREED.

1 **PLAINTIFF TOBY LANZARIN**

2
3 Dated: 01/17/2025



Plaintiff Toby Lanzarin

4
5 **PLAINTIFF ANTHONY MIXON**

6
7 Dated: _____

Plaintiff Anthony Mixon

8
9 **DEFENDANT BUILDING MATERIAL**
10 **DISTRIBUTORS, INC.**

11 Dated: _____

Full Name: _____

13 Title: _____
14 On behalf of Building Material Distributors, Inc.

15 **APPROVED AS TO FORM ONLY:**

16 **BLACKSTONE LAW, APC**

17
18 Dated: _____

Jonathan M. Genish
Attorneys for Plaintiffs Toby Lanzarin and
Anthony Mixon and Proposed Class Counsel

21 **K&L GATES LLP**

22
23 Dated: _____

Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
Attorneys for Defendant Building Material
Distributors, Inc.

PLAINTIFF TOBY LANZARIN

Dated: _____

Plaintiff Toby Lanzarin

PLAINTIFF ANTHONY MIXON

Dated: 01/17/2025



Plaintiff Anthony Mixon

**DEFENDANT BUILDING MATERIAL
DISTRIBUTORS, INC.**

Dated: _____

Full Name: _____

Title: _____
On behalf of Building Material Distributors, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: January 17, 2025



Jonathan M. Genish
Attorneys for Plaintiffs Toby Lanzarin and
Anthony Mixon and Proposed Class Counsel

K&L GATES LLP

Dated: _____

Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
Attorneys for Defendant Building Material
Distributors, Inc.

PLAINTIFF TOBY LANZARIN

Dated: _____

Plaintiff Toby Lanzarin

PLAINTIFF ANTHONY MIXON

Dated: _____

Plaintiff Anthony Mixon

DEFENDANT BUILDING MATERIAL DISTRIBUTORS, INC.

Dated: 1/14/2025

Signed by:


0FC806E806F8420...

Full Name: Mark Burri

Title: President

On behalf of Building Material Distributors, Inc.

APPROVED AS TO FORM ONLY:

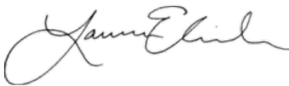
BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Attorneys for Plaintiffs Toby Lanzarin and
Anthony Mixon and Proposed Class Counsel

K&L GATES LLP

Dated: 1/16/2025



Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
Attorneys for Defendant Building Material
Distributors, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Toby Lanzarin, et al. v. Building Material Distributors, Inc.

Superior Court of California for the County of Sacramento, Case No. 34-2022-00330343-CU-OE-GDS

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Toby Lanzarin and Anthony Mixon (together, "Plaintiffs") and Defendant Building Material Distributors, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00330343-CU-OE-GDS ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from November 23, 2018 through May 7, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" the period from May 30, 2022 through May 7, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 23, 2022, Plaintiff Lanzarin commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On May 30, 2023, Plaintiff Mixon provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Mixon contends were violated ("PAGA Letter"). On [redacted], Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added Plaintiff Mixon as a named plaintiff, a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"), and causes of action under the Fair Labor Standards Act ("FLSA").

No court or jury has made any determination as to the merits of Plaintiffs' claims, or that this case is appropriate to pursue as a class or representative action. Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs also contend that Defendant failed to properly pay minimum and overtime wages pursuant to FLSA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that it has properly paid all minimum and overtime wages, provided compliant meal and rest breaks, timely paid wages upon termination of employees' employment, reimbursed business expenses, and furnished accurate wage statements. Defendant further maintains that class and representative treatment for this claim is inappropriate except for settlement purposes.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Toby Lanzarin and Anthony Mixon as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Defendant is represented by the following attorneys:

Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
K&L GATES LLP
10100 Santa Monica Boulevard, Eighth Floor
Los Angeles, California 90067
Tel: (310) 552-5000 / (310) 552-5001

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$583,333.33 if the Gross Settlement Amount is \$1,750,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) to

Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00); (3) the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$150,000.00) (“LWDA Payment”) and the remaining 25% (\$50,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). In order to qualify as a Workweek, the Class Member must have performed work on at least one day in that week during the Class Period. The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of Pay Periods each PAGA Employee performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). A Pay Period is defined as a bi-weekly pay period during which an hourly-paid and/or non-exempt employee performed work on at least one day in that bi-weekly period within the PAGA Period. The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From November 23, 2018 through May 7, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 30, 2022 through May 7, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct

number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims that arise under the FLSA.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were pleaded or that could have been pleaded based on the same or similar factual allegations as those alleged in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include but are not limited to claims for Defendant’s alleged failure to pay overtime and minimum wages (including, but not limited to, payment of minimum wages and overtime wages at the regular rate of pay for off-the-clock work during meal periods), provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses (including, but not limited to, the purchase of work pants, steel-toe boots, safety gloves, and the usage of personal cell phones for work-related purposes) in violation of California Labor Code Sections 201, 202, 203, 210, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code Sections 17200, *et seq.*, Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and any claims for injunctive relief, declaratory relief, restitution, Federal Labor Standards Act, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Operative Complaint.

“Released PAGA Claims” means any and all claims pleaded or that could have been pleaded based on the same or similar factual allegations as those alleged in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(g)(1), 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliates as well as each of their past and present officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$583,333.33 if the Gross Settlement Amount is \$1,750,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”) each (total, \$20,000.00), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and/or Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material*

Distributors, Inc., Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees cannot opt out of the PAGA Settlement.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding their objection, regardless of whether they have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at Gordon D. Schaber Superior Court, 720 Ninth Street, Sacramento, California 95814, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely please use the following:

Department 23

To join by Zoom link: [https://saccourt-ca-gov.zoomgov.com/my/sscddept23-external link](https://saccourt-ca-gov.zoomgov.com/my/sscddept23-external-link)

To join by Room: Dept23a

To join by phone dial: (833) 568-8864 ID 16108301121

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Civil Records Unit in the Gordon D. Schaber Sacramento County Courthouse, Room 102 (Window 16) or by online by visiting the Public Portal at the following website: <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT]

EXHIBIT 2

Jonathan M. Genish (State Bar No. 259031)
 jgenish@blackstonepc.com
 Miriam L. Schimmel (State Bar No. 185089)
 mschimmel@blackstonepc.com
 Joana Fang (State Bar No. 309623)
 jfang@blackstonepc.com
 Alexandra Rose (State Bar No. 329407)
 arose@blackstonepc.com
 Jared C. Osborne (State Bar No. 335968)
 josborne@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs Toby Lanzarin and Anthony Mixon and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

TOBY LANZARIN, individually, and on behalf of other members of the general public similarly situated, and ANTHONY MIXON, individually, and on behalf of other members of the general public similarly situated and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

BUILDING MATERIAL DISTRIBUTORS, INC., a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 34-2022-00330343-CU-OE-GDS

Honorable Jill H. Talley
 Department 23

**~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Reservation No.: A-330343-001
 Date: May 9, 2025
 Time: 9:00 a.m.
 Dept.: 23

Complaint Filed: November 23, 2022
 FAC Filed: February 4, 2025
 Trial Date: Not Set

~~PROPOSED~~ ORDER

On May 9, 2025 at 9:00 a.m. in Department 23 of the above-captioned Court located at Gordon D. Schaber Sacramento County Courthouse, 720 Ninth Street, Sacramento, California 95814, Plaintiffs Toby Lanzarin and Anthony Mixon's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement came on for hearing before the Honorable Jill H. Talley. Blackstone Law, APC appeared on behalf of Plaintiffs and K&L Gates LLP appeared on behalf of Defendant Building Material Distributors, Inc. ("Defendant") (collectively, with Plaintiffs, the "Parties").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Jonathan M. Genish in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
12 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
13 (b) common questions of law and fact predominate, and there is a well-defined community of interest
14 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
15 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
16 protect the interests of the members of the Class; (e) a class action is superior to other available
17 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
18 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid and/or non-exempt employees who worked for
22 Defendant in the State of California at any time during the Class Period.

23 (The Class Period is defined as the period from November 23, 2018 through May
24 7, 2024)

25 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
26 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as counsel for the Class ("Class
27 Counsel").

28 8. The Court provisionally appoints Plaintiffs Toby Lanzarin and Anthony Mixon as the
representatives of the Class (together, "Class Representatives").

1 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
2 Settlement (“Settlement Administrator”).

3 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
4 Settlement Administrator with the following information about each Class Member: (1) full name; (2)
5 last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the
6 Class Period; and (8) such other information as is necessary for the Settlement Administrator to
7 calculate Workweeks and PAGA Pay Periods (if applicable) (collectively referred to as the “Class
8 List”) in conformity with the Settlement Agreement.

9 11. Upon receipt of the Class List, the Settlement Administrator has seven (7) calendar
10 days to provide notice to the Parties’ counsel of its calculations of the Workweeks and PAGA Pay
11 Periods. Upon receipt of the Settlement Administrator’s calculation of Workweeks and PAGA Pay
12 Periods, either Party will have four (4) business days to challenge the calculations, if they believe the
13 calculations to be in error, and all Parties’ counsel must be included on the correspondence to the
14 Settlement Administrator.

15 12. The Court approves, both as to form and content, the Notice of Class Action Settlement
16 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
17 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
18 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
19 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
20 Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them
21 by submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
22 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
23 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
24 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
25 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
26 all persons entitled thereto.

27 ///

28 ///

1 13. The Court further orders the Settlement Administrator to mail the Class Notice in
2 English and Spanish by First-Class U.S. Mail to all Class Members within five (5) business days after
3 the Parties either: (i) do not challenge the Workweeks and PAGA Pay Periods calculations within the
4 time period allocated under Paragraph 12 herein; (ii) provide notice to the Settlement Administrator
5 that they do not challenge the Workweeks or PAGA Pay Periods calculations; or (iii) the Parties and
6 the Settlement Administrator resolve any challenges to the Workweeks or PAGA Pay Periods
7 calculations, pursuant to the terms set forth in the Settlement Agreement.

8 14. The Court hereby preliminarily approves the proposed procedure, set forth in the
9 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
10 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
11 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
12 before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
13 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
14 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
15 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
16 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
17 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
18 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
19 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
20 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
21 bound by the Settlement Agreement and any final judgment based thereon.

22 15. A Final Approval Hearing shall be held before this Court on
23 October 10, 2025 at 9:00 ~~a.m.~~ p.m. in Department 23 of the Sacramento
24 County Superior Court, located at Gordon D. Schaber Sacramento County Courthouse, 720 Ninth
25 Street, Sacramento, California 95814, to determine all necessary matters concerning the Settlement,
26 including: whether the proposed settlement of the action on the terms and conditions provided for in
27 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
28 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation

1 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
2 and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and
3 Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA
4 Amount.

5 16. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
6 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
7 appropriate declarations and supporting evidence, including the Settlement Administrator's
8 declaration, by 15 days prior to hearing, to be heard at the Final Approval Hearing.

9 17. To object to the Class Settlement, a Settlement Class Member must submit their Notice
10 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
11 Objection must be signed and must contain the information that is required, as set forth in the Class
12 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
13 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
14 regardless of whether they have submitted a Notice of Objection.

15 18. In the event the Settlement does not become effective in accordance with the terms of
16 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
17 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
18 the Parties shall revert back to their respective positions as of before entering into the Settlement
19 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
20 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

21 19. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
23 Members and retains jurisdiction to consider all further applications arising out of or connected with
24 the Settlement.

25 **IT IS SO ORDERED.**

26 Dated: 05/20/2025



27 *Jill Talley*
Honorable Jill H. Talley
28 Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Toby Lanzarin, et al. v. Building Material Distributors, Inc.

Superior Court of California for the County of Sacramento, Case No. 34-2022-00330343-CU-OE-GDS

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Toby Lanzarin and Anthony Mixon (together, "Plaintiffs") and Defendant Building Material Distributors, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00330343-CU-OE-GDS ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from November 23, 2018 through May 7, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" the period from May 30, 2022 through May 7, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 23, 2022, Plaintiff Lanzarin commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On May 30, 2023, Plaintiff Mixon provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Mixon contends were violated ("PAGA Letter"). On [redacted], Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added Plaintiff Mixon as a named plaintiff, a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"), and causes of action under the Fair Labor Standards Act ("FLSA").

No court or jury has made any determination as to the merits of Plaintiffs' claims, or that this case is appropriate to pursue as a class or representative action. Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs also contend that Defendant failed to properly pay minimum and overtime wages pursuant to FLSA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that it has properly paid all minimum and overtime wages, provided compliant meal and rest breaks, timely paid wages upon termination of employees' employment, reimbursed business expenses, and furnished accurate wage statements. Defendant further maintains that class and representative treatment for this claim is inappropriate except for settlement purposes.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Toby Lanzarin and Anthony Mixon as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Defendant is represented by the following attorneys:

Eugene C. Ryu
Penny Chen Fox
Jessica S. Kang
Lauren E. Elvick
K&L GATES LLP
10100 Santa Monica Boulevard, Eighth Floor
Los Angeles, California 90067
Tel: (310) 552-5000 / (310) 552-5001

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$583,333.33 if the Gross Settlement Amount is \$1,750,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) to

Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00); (3) the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$150,000.00) (“LWDA Payment”) and the remaining 25% (\$50,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). In order to qualify as a Workweek, the Class Member must have performed work on at least one day in that week during the Class Period. The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of Pay Periods each PAGA Employee performed work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). A Pay Period is defined as a bi-weekly pay period during which an hourly-paid and/or non-exempt employee performed work on at least one day in that bi-weekly period within the PAGA Period. The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From November 23, 2018 through May 7, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 30, 2022 through May 7, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct

number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims, except that only those Settlement Class Members who cash or deposit their Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the Released Class Claims that arise under the FLSA.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were pleaded or that could have been pleaded based on the same or similar factual allegations as those alleged in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include but are not limited to claims for Defendant’s alleged failure to pay overtime and minimum wages (including, but not limited to, payment of minimum wages and overtime wages at the regular rate of pay for off-the-clock work during meal periods), provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses (including, but not limited to, the purchase of work pants, steel-toe boots, safety gloves, and the usage of personal cell phones for work-related purposes) in violation of California Labor Code Sections 201, 202, 203, 210, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code Sections 17200, *et seq.*, Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and any claims for injunctive relief, declaratory relief, restitution, Federal Labor Standards Act, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Operative Complaint.

“Released PAGA Claims” means any and all claims pleaded or that could have been pleaded based on the same or similar factual allegations as those alleged in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(g)(1), 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliates as well as each of their past and present officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$583,333.33 if the Gross Settlement Amount is \$1,750,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”) each (total, \$20,000.00), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and/or Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material*

Distributors, Inc., Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees cannot opt out of the PAGA Settlement.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Lanzarin, et al. v. Building Material Distributors, Inc.*, Case No. 34-2022-00330343-CU-OE-GDS); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding their objection, regardless of whether they have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at Gordon D. Schaber Superior Court, 720 Ninth Street, Sacramento, California 95814, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely please use the following:

Department 23

To join by Zoom link: [https://saccourt-ca-gov.zoomgov.com/my/sscddept23-external link](https://saccourt-ca-gov.zoomgov.com/my/sscddept23-external-link)

To join by Room: Dept23a

To join by phone dial: (833) 568-8864 ID 16108301121

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Civil Records Unit in the Gordon D. Schaber Sacramento County Courthouse, Room 102 (Window 16) or by online by visiting the Public Portal at the following website: <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT]

EXHIBIT 3

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case

No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour

class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case

No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
8/2/2022	Mailing	Records Request	\$7.82
12/21/2022	Mailing	Notice & Order of Complex Determination	\$0.57
11/23/2022	Filing	First Legal: Complaint & Initiating Docs	\$520.90
12/8/2022	Other	First Legal: Service of Complaint & Initiating Docs	\$237.17
12/13/2022	Filing	First Legal: POS of Summons	\$54.50
12/21/2022	Filing	First Legal: Notice of Entry of Order re: Complex Case Determination/Complex Fee	\$1,094.50
1/3/2023	Filing	First Legal: Amended POS of Summons	\$58.00
2/15/2023	Filing	First Legal: Plaintiff's Notice of CMC & Orders re: Complex Case Management Procedures	\$58.00
5/22/2023	Mailing	Records Request [Mixon]	\$8.10
5/30/2023	Filing	LWDA: PAGA Notice [Mixon]	\$75.00
5/30/2023	Mailing	PAGA Notice [Mixon]	\$8.10
7/19/2023	Filing	First Legal: Joint Case Management Conference Statement	\$58.00
8/31/2023	Filing	First Legal: Complaint and Initiating Docs [Mixon]	\$517.40
9/21/2023	Other	Wizzy Marketing	\$107.20
3/15/2024	Other	Damages Analysis Consultant, Berger Consulting Group, LLC	\$5,085.00
3/15/2024	Mailing	Check to Berger Consulting Group, LLC	\$0.64
4/5/2024	Filing	Steno: Notice of Continued Case Management Conference	\$59.95
4/15/2024	Mediation	McKelvey Resolution	\$7,500.00
5/30/2024	Filing	Steno: Case Management Statement [Mixon]	\$59.95
6/29/2024	Filing	Steno: Joint Case Management Conference Statement	\$59.95
9/4/2024	Filing	Steno: Notice of Complex Determination & Case Reassignment	\$59.95
9/10/2024	Filing	Steno: Notice of CMC & Orders [Mixon]	\$59.95
7/2/2024	Filing	Steno: Notice and Acknowledgment of Receipt [Mixon]	\$59.95
10/24/2024	Filing	Steno: Notice of Tentative CMO	\$59.95
1/22/2025	Filing	Steno: Joint Case Management Conference Statement	\$59.95
1/24/2025	Filing	Steno: Joint Stipulation to Amend Complaint; [Proposed] Order	\$86.95
1/31/2025	Filing	Steno: Notice of CMO	\$59.95
2/6/2025	Filing	Steno: First Amended Complaint	\$59.95
2/6/2025	Filing	Steno: Request for Dismissal [Mixon]	\$59.95
3/6/2025	Filing	Steno: Motion for Preliminary Approval and Supporting Documents	\$180.95
5/5/2025	Filing	Steno: Joint Case Management Conference Statement	\$59.95
5/29/2025	Filing	Steno: Notice of Entry of Judgment or Order	\$59.95
	Filing	Estimated Cost - Steno: Motion for Final Approval and Supporting Documents	\$180.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order	\$59.95
TOTAL:			\$16,679.05