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Attorney for Plaintiff Christian Gomez
and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Christian Gomez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Michael Taylor Construction, LLC, a California Limited Liability Company; and **Does 1-10**, inclusive;

Defendants.

CASE NO. MCV100436

[Assigned for all purposes to the Hon. Michael Jurkovich, Dept. 44]

CLASS ACTION

DECLARATION OF NAVID BARAHMAND IN SUPPORT OF MOTION FOR:

(1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;

(2) APPROVAL OF NOTICE TO CLASS MEMBERS AND RELATED MATERIALS; AND

(3) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

Date: December 14, 2026
Time: 8:30 a.m.
Dept.: 44

DECLARATION OF NAVID BARAHMAND

I, Navid Barahmand, declare as follows:

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and if called upon to testify, could and would testify competently thereto. This declaration does not purport to exhaust my knowledge of the topics discussed.

2. I am a founding shareholder in the law firm of Barahmand Law Group ("Plaintiff's Counsel" or "Class Counsel"), attorney of record for Plaintiff, Christian Gomez ("Plaintiff" or "Class Representative") and the proposed settlement class (the "Class") in the above-captioned matter.

Procedural Background and Settlement

3. Mr. Gomez is a resident of the State of California. Mr. Gomez was an hourly, non-exempt employee of Michael Taylor Construction, LLC, working as a Maintenance Technician from on or around April 18, 2025 to on or around October 17, 2025.

4. At all relevant times, Plaintiff and other non-exempt employees of Defendant in California were subject to the same policies, practices, and procedures governing the control and payment of wages earned and hours worked. Mr. Gomez is a member of the Class.

5. Defendant Michael Taylor Construction, LLC ("Michael Taylor" or "Defendant") is a California Limited Liability Company that owns and operates a construction business primarily engaged in the development and construction of new homes.

6. Based on Defendant's representations and the data produced in informal and formal discovery, the Settlement Class is estimated to comprise 288 Class Members who were employed for a combined 9,420 recorded weekly work periods during that same period.[1]

7. On December 4, 2025, Mr. Gomez gave notice to the LWDA and Defendant of his intent to file suit and bring claims under the Private Attorney General Act ("PAGA"). Attached as **Exhibit 2** is a copy of Mr. Gomez's PAGA Notice. Plaintiff also gave notice of the settlement to the LWDA on

[1] Defendant's representations regarding the number of Class Members/workweeks are a material part of the Settlement and Plaintiff has secured an escalator clause in the Settlement protecting Class Members from dilution. *See* Settlement Agreement, ¶ 85.

October 5, 2026. Attached as **Exhibit 3** is a copy of the proof of submission. As of the date of this Motion, Plaintiff has not received a response from the LWDA regarding the PAGA Notice or the proposed Settlement. Class Counsel also is serving a copy of this Motion on the LWDA contemporaneous with the filing. Attached as **Exhibit 4** is a copy of the Proof of Service.

8. On December 12, 2025, Mr. Gomez filed a civil Complaint against Defendant in Fresno County Superior Court entitled *Christian Gomez v. Michael Taylor Construction, LLC*, Case No. 25CECG05735. Mr. Gomez alleged class action claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate wage statements; (6) failure to pay wages when due; (7) failure to reimburse necessary business expenses; and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq*.

9. On February 19, 2026, Mr. Gomez filed a First Amended Complaint asserting an additional cause of action for PAGA penalties.

10. On August 3, 2026, the Parties stipulated to transfer venue of this Action from Fresno County to Madera County.

11. Plaintiff's Operative Complaint alleged several unlawful wage and hour practices.

12. *First*, Plaintiff alleged that Defendant failed to properly pay minimum and overtime wages because of a synthetic time clock rounding policy whereby employee time punches were rounded to the nearest start or stop of their scheduled shifts, which systematically resulted in time lost for employees who came in early, left late, or both. Regardless of the rounding interval, the policy was to the detriment of Class Members and resulted in Class Members being uncompensated for hundreds of net hours.

13. *Second*, Plaintiff alleged that Defendant failed to authorize or permit Class Members to take meal periods as a matter of policy and common practice by requiring employees continue working, answer phone calls, or otherwise remain on duty during breaks due to inadequate staffing and scheduling practices that failed to provide sufficient coverage to allow employees to take uninterrupted meal periods.

14. *Third*, Plaintiff alleged that in the same manner, Defendants failed to authorize or permit Class Members to take rest periods as a matter of policy and common practice by requiring employees

to continue working, answer phone calls, or otherwise remain on duty during breaks due to inadequate staffing and scheduling practices that failed to provide sufficient coverage to allow employees to take uninterrupted rest periods.

15. *Fourth*, Plaintiff alleged that Defendant failed to reimburse employees' necessary business expenses for utilizing their personal cellphones for work-related purposes, including answering text messages and calls from their supervisors, scheduling and re-scheduling future work, being assigned tasks, and general administrative matters.

16. *Finally,* Plaintiff alleged that Defendants failed to pay all wages owed upon the separation of employment. Specifically, Plaintiff alleged that Defendants failed to pay employees who were discharged within twenty-four (24) hours of their termination and failed to pay employees who voluntarily resigned within seventy-two (72) hours of their separation from employment, resulting in waiting time penalties.

17. After the filing of the complaint and throughout the pendency of the litigation, Plaintiff's and Defendant's counsel engaged in comprehensive discussions regarding Plaintiff's claims.

18. Defendant, through its counsel, at all times vigorously denied liability, denied the material allegations of Plaintiff's claims, and asserted various affirmative defenses to the legal claims set forth in the Complaint.

19. As part of these discussions, the Parties agreed to attend private mediation to be held on July 30, 2026.

20. Following the Parties' agreement to mediate, Defendant produced data and documents to Plaintiff's counsel through informal and formal discovery, including a Class List containing the start and end dates of employment for all Class Members, a 50% sampling of time and payroll records for the Class, and all applicable policy documents in effect during the Class Period. Along with this production, Plaintiff's counsel engaged in extensive factual and legal investigation into the claims, which included (a) telephonic conferences with Plaintiff regarding his experiences at Defendant's locations and interpretation of the data provided; (b) inspection and analysis of numerous payroll and policy documents; (c) analysis of the legal positions taken by Defendant; (d) investigation into the viability of

class treatment of the claims asserted in the operative Complaint; (e) analyses of potential class-wide damages, including information sufficient to understand Defendant's potential defenses to Plaintiff's class-wide and individual claims; (f) research of the applicable law with respect to the claims asserted in the operative Complaint and the potential defenses thereto; (g) assembly and analysis of data for calculating damages; (h) hiring the services of an expert to analyze and prepare Defendant's exposure; and (i) discussing the claims with numerous putative Class Members and securing declarations for use at mediation and class certification.

21. Plaintiff's counsel analyzed all of the data provided by Defendant and retained the services of an expert from Team Attorney Talk, who conducted numerous data analyses, including but not limited to, the amounts of all underpayments of regular and overtime wages; the amount of hours that qualified for overtime treatment; the number of late, short, and missed meal periods based on time punch data; the number of rest period violations; the amount of hours lost due to Defendant's rounding policies; the amount of reimbursements owed; and the maximum and realistic exposure for each claim alleged in the Complaint.

22. Defendant's production and Class Counsel's investigation were fulsome and allowed Plaintiff's counsel to develop a sound understanding of the merits of the claims; their value; and the viability of the defenses asserted by Defendant.

23. On July 30, 2026, the Parties and their counsel attended an all-day mediation with Craig Ackerrman, Esq., a well-respected mediator of wage and hour class actions and employment litigation. After a full-day of mediation, the Parties agreed to the principal terms of a class action and PAGA settlement.

24. On September 28, 2026, the Parties entered into the Agreement before the Court today. The Agreement provides for a non-reversionary Maximum Settlement Amount ("MSA") of $300,000.00 to the Settlement Class. The Settlement Class is defined as follows: "*All current and former non-exempt employees who have worked at least one shift for Defendant in California at any time from December 12, 2021 to June 26, 2026*."

25. The MSA is inclusive of Individual Settlement Payments to Participating Class Members,

attorneys' fees and litigation costs, settlement administration costs, the Class Representative's enhancement payment, and the PAGA payment to the Labor & Workforce Development Agency ("LWDA") to be approved by the Court, but exclusive of employer-side payroll taxes (which will be paid separately by Defendant). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. The proposed Notice of Proposed Class Action Settlement Hearing Date for Court Approval ("Class Notice") and Exclusion and Challenge Forms are attached as **Exhibit A** to the Settlement Agreement. The Settlement Agreement, in its entirety, is incorporated herein by reference.

26. Class Counsel's factual investigation, comprehensive discussions between the Parties' counsel, the informal and formal discovery conducted in this matter have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their position and to evaluate the worth of the claims of the Class. The informal and formal discovery conducted in this Action, and the information exchanged by the Parties before and during the mediation, was sufficient to reliably assess the merits of the respective Parties' positions and to compromise on a fair and equitable basis. Based on their own independent investigation and evaluation, Class Counsel believes that the Settlement confers substantial benefits on the Class, is in their best interests, and should be approved by the Court.

Summary of Plaintiff's and the Class Claims

27. In the operative Complaint, Plaintiff alleged 9 causes of action on behalf of himself and the Putative Class for: (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1182.12, 1194, 1197.1, 1198); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510 and 1198); (3) Failure to Provide Meal Periods or Premium Pay in Lieu Thereof (Cal. Lab. Code §§ 226.7, 512, 558, 1198); (4) Failure to Provide Rest Periods or Premium Pay in Lieu Thereof (Cal. Lab. Code §§ 226.7, 512, 558, 1198); (5) Failure to Provide and Maintain Complete and Accurate Wage Statements (Lab. Code §§ 226, 1174); (6) Failure to Pay Wages When Due (Lab. Code §§ 201,-204, 210); (7) Failure to Reimburse Necessary Business Expenses (Lab. Code §§ 2802); (8) PAGA Penalties (Lab. Code §§ 558, 2698, et seq.); and (9) Unfair Competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

A. Defendant's Failure to Pay Minimum Wages

28. California Labor Code §§ 1182.12, 1194, 1197.1, and 1198 requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes

all time "when any employer 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), *as modified* (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 ("'Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."); *see also Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524 (2008); *Cervantez v. Celestica Corp.*, 618 F. Supp. 2d 1208 (C.D. Cal. 2009).

29. Under applicable California law, rounding of time is only allowed when the policy is "fair and neutral on its face and it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked." *See's Candy Shops, Inc. v. Superior Court*, 210 Cal. App. 4th 889, 907 (2012); see also 29 C.F.R. § 785.48 ("For enforcement purposes this practice of computing working time will be accepted, provided that it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked."). While rounding policies are theoretically lawful,[2] the policy must, "on average, favor[] neither overpayment nor underpayment." *See's Candy Shops, Inc.*, 210 Cal. App. 4th at 901-02. "Assuming a rounding-over-time policy is neutral, both facially and as applied, the practice is proper under California law because its net effect is to permit employers to efficiently calculate hours worked without imposing any burden on employees." *Id.* at 903 (emphasis added).

30. Plaintiff alleged that throughout the Class Period, Defendant implemented a time clock rounding policy whereby employee time punches were rounded to the nearest start or stop of their scheduled shifts, which typically resulted in lost time for employees who clocked in early or clocked out late, or both. Regardless of the rounding interval, the policy was to the detriment of a clear majority of Class Members and resulted in Class Members being uncompensated for hundreds of net hours.

31. Plaintiff further alleged that throughout the Class Period, Defendant failed to compensate Plaintiff and the Class for all hours worked because Defendant had a policy and/or practice whereby

[2] The California Supreme Court has recently taken up the question of whether "employers permitted to use neutral time-rounding practices to calculate employees' work time for payroll purposes." *See Camp v. Home Depot U.S.A., Inc.*, 84 Cal.App.5th 638, 643 (2022), review granted Feb. 1, 2023, S277518.; *Woodworth v. Loma Linda Univ. Med. Ctr.*, No. E072704, at *3 (Cal. Ct. App. July 24, 2023).

they required Class Members to work under Defendant's control while off-the-clock. This included requiring its non-exempt employees to work through their legally mandated meal period or remain on duty and under Defendant's control during their meal periods to perform other tasks at Defendant's directions due to Defendant's policies and practices. Defendant further failed to pay Plaintiff and Class Members any wages for time engaged in this off-the-clock work.

32. Based on these allegations, Plaintiff asserted that this resulted in violations of Labor Code §§ 1182.12, 1194, 1197.1, 1198 for failure to pay employees for all hours the Class was required or permitted to work.

B. Defendant's Failure to Pay Overtime Wages

33. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay of either one-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis; namely, at the rate of one-and-one-half for hours worked in excess of eight hours in a day and/or more than forty hours in a workweek, and the rate of two-times for hours worked in excess of 12 hours per day and/or in excess of 8 hours on the seventh consecutive day in a workweek.

34. Plaintiff alleged that as Defendant's rounding policy systematically undercompensated its employees, denying an overwhelming number of Class Members pay for all hours worked, it necessarily resulted in the failure to pay all overtime wages because some of that time would qualify for overtime rates.

35. Based on data exchanged as part of mediation, Plaintiff and Class Members typically worked an average of 8 hours per shift. Since Class Members were entitled to overtime for time worked over 8 hours in a given shift or 40 hours per week, the unpaid, rounded time would lead to significant overtime in a given pay period, however, Defendants failed to accurately record and compensate this time as overtime. As a result, Plaintiff alleged that throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all the hours they worked in excess of in excess of 8 hours in a day and in excess of 40 hours in a week.

C. Defendant's Failure to Provide Meal Periods

36. Labor Code section 512(a) provides that an employer may not require, cause, or permit

an employee to work for a period of more than five hours in a day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-104 (2012). An employee is also entitled to a second meal period during shifts in which the employee works more than ten hours in a day pursuant to Labor Code section 512(a).

37. Labor Code § 226.7(d) also requires employers to "relieve [the employee] of duty, with the employee thereafter at liberty to use the [meal and/or rest break] period for whatever purpose he or she desires." "An off-duty meal period, therefore, is one in which the employee "is relieved of all duty during [the] 30-minute meal period . . . an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012) (internal quotation marks omitted). The meal period must be provided within the first five hours of an employee's shift and the employee must also be "free to leave the premises." *Id.* at 1036.

38. With respect to Plaintiff and the Class, Plaintiff alleged that Defendant consistently denied their non-exempt employees the opportunity to take compliant 30-minute meal periods in accordance with these mandates.

39. Plaintiff further alleged that Defendant required Class Members to take late, interrupted, or skipped meal periods due to Defendant's staffing requirements, including instructing employees to remain on the premises and/or to work through their meal periods.

40. Additionally, the timekeeping data provided by Defendant showed a number of facially noncompliant unique meal period violations for short meal periods, missing meal periods, and late meal periods.

41. Plaintiff alleged that, despite these policies and practices, Defendant did not pay Plaintiff and Class Members all meal period premium wages when meal periods were missed, late, short, or subject to employer control.

D. Defendant's Failure to Provide Rest Periods

42. Labor Code § 226.7 provides that "no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." Labor Code § 226.7(d) requires employers to "relieve [the employee] of duty, with the employee thereafter at liberty to use the [rest break] period for whatever purpose he or she desires." *See, e.g., Brinker Restaurant Corp. v. Sup. Ct.*, 53 Cal. 4th 1004, 1017 (2012). Employers violate this mandate by requiring employees to remain on call. *Augustus v. ABM Security Servs., Inc.*, 2 Cal. 5th 257, 270 (2016), *as modified on denial of reh'g* (Mar. 15, 2017).

43. Employees must also be free to leave the employer's premises during their rest period. *Augustus*, 2 Cal. 5th 270 ("In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time."); *see also* Department of Industrial Relations, "Rest Periods," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

44. Plaintiff alleged that Defendant required Class Members to take late, interrupted, or skipped rest periods due to Defendant's staffing shortages, including instructing employees to remain on the premises and/or to work through their rest periods.

45. Plaintiff alleged that despite these policies and practices, Defendant did not pay Plaintiff and Class Members all rest period premium wages based on their failure to provide compliant rest periods.

E. Plaintiff's Reimbursement for Necessary Business Expenses Claim

46. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Lab. Code § 2802.

47. Plaintiff alleged that Defendant failed to reimburse Plaintiff and Class Members for all business-related expenses that were necessary to perform their job, including requiring Plaintiff and the Class to use their personal cellphones.

F. Plaintiff's Wage Statement Claim

48. Plaintiff alleged that Defendant systematically provided Plaintiff and Class Members with incomplete and inaccurate wage statements in violation of Labor Code sections 226(a)(1) and 226(a)(5). California Labor Code section 226(a) provides that every employer shall furnish to each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, gross wages earned, net wages earned, and all applicable rates of pay.

49. Plaintiff alleged that Defendant, in light of their rounding policy, failure to pay premium wages for missed meal and/or rest periods, failed to accurately record all of Plaintiff's and Class Members' hours worked, including time worked in excess of 8 hours in a day and 40 hours in a week as overtime resulted in itemized wage statement violations.

50. Additionally, Defendant did not list the correct number of regular and overtime hours worked and premium wages earned (for non-compliant meal and rest periods) on Class Members' wage statements. As a result, Defendant's wage statements failed to set forth the correct amount of gross wages earned by Plaintiff and Class Members—constituting a violation of section 226(a)(1). For the same reason, Defendant failed to list the correct amount of net wages earned by Plaintiff and Class Members in violation of section 226(a)(5).

51. Plaintiff alleged that Defendant's failure to furnish Plaintiff and members of the Class with complete and accurate, itemized wage statements resulted in actual injury, as these failures led to, among other things, the non-payment of all wages earned, including overtime, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

52. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100)

per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." Labor Code § 226(e).

G. Plaintiff's Waiting Time Penalty Claim

53. Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable no later than seventy-two hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

54. During the relevant time period, Plaintiff alleged that Defendants willfully failed to pay former Class Members the earned and unpaid wages set forth above, including but not limited to minimum and overtime wages and premium pay, either at the time of discharge, or within seventy-two hours of leaving Defendant's employ.

55. Plaintiff argued that Defendant's failure to pay former Class Members their wages earned and unpaid at the time of discharge, or within seventy-two hours of their leaving Defendant's employ, violates Labor Code sections 201 and 202. Former Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code section 203.

H. Plaintiff's PAGA Claim

56. The Private Attorney General Act of 2004 ("PAGA" - Labor Code §§ 2699, *et seq.*) allows an aggrieved employee to bring suit against an employer for violations of most Labor Code provisions. Suits brought under PAGA do not affect the employee's right to recover other remedies under state or federal law. *See* Labor Code § 2699(g); *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365, 375 (2005). Wherever the Labor Code gives the Labor and Workforce Development Agency discretion to assess a civil penalty, a court is authorized to exercise the same discretion. Labor Code § 2699(e)(1). The statute of limitations for PAGA suits is one year. An employee who prevails in an action brought under PAGA is entitled to an award of reasonable attorneys' fees and costs. The penalties available under

PAGA are those provided in the underlying Labor Code provision that is violated or, if no penalty is listed, those provided by PAGA itself. Where the Labor Code does not provide for a penalty, PAGA establishes a civil penalty of $100 for each aggrieved employee per pay period for the initial violation and $200 for each aggrieved employee per pay period for each subsequent violation. Labor Code § 2699(f). For any civil penalties collected under PAGA, sixty-five percent of the penalties are distributed to the LWDA for enforcement and education, and thirty-five percent is distributed to the aggrieved employees. *Id.*, at (i).

57. Plaintiff alleged that by virtue of each of Defendant's foregoing Labor Code violations, Plaintiff and the Class Members are, in addition to other remedies, entitled to additional civil penalties under PAGA. This cause of action exposes Defendant to additional penalties for the Labor Code violations, in addition to attorneys' fees and costs. Labor Code § 2699(g)(1).

I. Plaintiff's Unfair Competition Claim

58. Plaintiff contends that by failing to pay Plaintiff and Class Members minimum wages, overtime, failing to provide meal/rest periods or premium pay in lieu thereof, and committing the above-described Labor Code violations, Defendant engaged in unlawful, unfair, and/or fraudulent business practices in violation of Cal. Bus. & Profs. Code §§ 17200-17204 and is liable for restitution to the Class. Furthermore, this cause of action lengthens the statute of limitations of the class claims to four (4) years. Cal. Bus. & Profs. Code § 17208.

Defendant's Denial of Liability and its Legal and Factual Defenses

59. Defendant denied and continues to deny generally the claims, contentions, and all material allegations made in the Complaint. Defendant also claimed various defenses against certification, liability, and damages as to all claims.

60. *First*, and most significantly, Defendant represented, and its President of Construction, Ash Knowlton, declared under penalty of perjury, that Defendant has experienced significant financial challenges resulting from the downturn in the residential housing market, materially limiting its ability to fund a larger class-wide settlement or satisfy a substantial lump-sum payment. In support of these representations, and as part of the Parties' mediation, Defendant provided financial documentation for review by the mediator, corroborating Defendant's representations concerning its financial condition and

limited ability to fund a larger settlement. Specifically, Defendant operates almost exclusively within the Tesoro Viejo development in the Madera Ranchos area of the Central Valley, where declining housing market conditions have negatively impacted its revenues and overall financial performance. Defendant has operated on extremely narrow margins, with revenues barely sufficient to cover ordinary operating expenses, resulting in limited cash flow and available financial resources. These financial difficulties have also forced Defendant to lay off a majority of its workforce. Accordingly, even if Plaintiff were to prevail at trial and obtain a larger award, there is a substantial risk that any judgment could be partially or wholly uncollectible. Additionally, there was risk that continued litigation would place more strain on Defendant's financial condition, reducing the pool of funds available for settlement or even pushing the company into insolvency. In light of these circumstances, the Parties negotiated a structured payment arrangement that allows Defendant to satisfy its settlement obligations over time while continuing to meet its ordinary operating expenses. As confirmed by Mr. Knowlton, without this installment arrangement, Defendant would face substantial financial difficulty funding the settlement, which would have prevented the Parties from reaching a resolution.

61. *Second*, and equally as significant, Defendant argued that approximately thirty-six (36) Class Members, encompassing 4,109 workweeks, were bound by enforceable arbitration agreements containing class action waivers. Defendant contended that the agreements were voluntarily executed during meetings held on January 23, January 30, and February 2, 2026, after employees were advised of the pending litigation, informed of the consequences of arbitration, given an opportunity to ask questions, and advised that execution of the agreements was entirely voluntary.

62. Plaintiff vigorously disputed Defendant's position and the Parties engaged in extensive written discovery and meet and confer efforts concerning the validity and enforceability of the arbitration agreements. As part of those efforts, Plaintiff's counsel provided Defendant with legal authority addressing pre-certification communications with putative class members, including a Court Order Plaintiff's counsel obtained in San Francisco Superior Court enjoining certain settlement and arbitration related communications with putative class members under similar circumstances. Plaintiff also conducted written discovery concerning the arbitration rollout, spoke with several declarants who were

present during the meetings at which the agreements were presented, and thoroughly evaluated the arbitration agreements, the circumstances surrounding their execution, the supporting evidence, and the applicable law.

63. After carefully evaluating both the legal and factual positions, the evidence obtained through discovery, and the risks associated with litigating the enforceability of the arbitration agreements, Plaintiff determined that there was a substantial risk a court would enforce the agreements.

64. The risk was particularly significant because the arbitration agreements contain an explicit class action arbitration waiver, which, under controlling Supreme Court precedent, bars the action from proceeding on a class-wide basis should Defendants move to enforce the arbitration agreements. See, e.g., *Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407 (2019) (*citing Stolt-Nielsen S.A. v. Animal Feeds Int'l Corp.*, 559 U.S. 662, 664, 130 S. Ct. 1758 (2010); *see also Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24–25 (1983) ("[A]ny doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.").

65. Additionally, the arbitration agreements would likely be enforced by a California court as they comply with the requirements set forth in *Armendariz*: statutory damages and remedies (such as attorney's fees for FEHA claimants) are not prohibited; adequate discovery is allowed; the employer hears the costs of unique arbitration expenses; the agreement is bilateral; neutral arbitrators; and a written award. *Armendariz v. Found. Health Psychcare Servs.*, Inc., 24 Cal. 4th 83, 113 (2000). To the extent the agreements failed to comply with *Armendariz,* Defendant argued that these deficiencies do not render the agreement void, rather, the arbitration contract will be interpreted to comply with applicable requirements on remedies, cost-sharing, and statutory fee rights. *Armendariz v. Found. Health Psychcare Servs., Inc.*, 24 Cal. 4th 83, 113 (2000). Although Plaintiff himself was not subject to an arbitration agreement, there was a substantial risk that, at class certification, the Court would conclude that approximately half of the Class' workweek count were bound by enforceable arbitration agreements containing class action waivers. Such a ruling would have excluded approximately 4,109 workweeks from the certified class, substantially reducing the size of the class, the recoverable class-wide damages, and

the overall settlement value of the case.

66. *Third*, Defendant argued they could defeat class certification as to Plaintiff's claims because they argued that liability would have to be determined on an individual basis for each putative Class Member, *i.e.*, there was no way to determine either the wage violations or the meal or rest period violations on a common method of fact subject to class-wide adjudication.

67. "The certification question is 'essentially a procedural one that does not ask whether an action is legally or factually meritorious.'" *Sav–On Drug Stores, Inc. v. Superior Court, supra*, 34 Cal. 4th 319, 326 (2004) (quoting *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-40 (2000), *as modified* (Aug. 9, 2000)). "The party seeking certification has the burden to establish the existence of both an ascertainable class and a well-defined community of interest among class members." *Sav-On Drug Stores, Inc.*, *supra*, 326 (2004) (citing *Lockheed Martin Corp. v. Superior Court*, 29 Cal.4th 1096, 1106 (2003)). "The 'community of interest' requirement embodies three factors: (1) predominant common questions of law or fact; (2) class Representative with claims or defenses typical of the class; and (3) class Representative who can adequately represent the class." *Id.*

68. "Commonality requires that there be questions of law or fact common to the class. "What matters to class certification is not the raising of common questions … but rather the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011); *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 237 (2014). A plaintiff attempting to prove commonality must show their employer "violated California law not just on paper, but also in practice and in a consistent way that would permit class wide adjudication." *Towle v. Cummins Pac.*, LLC, 2018 WL 5785337, at *6 (S.D. Cal. 2018).

69. "In addition to establishing commonality, [plaintiff] must…prove that common questions of law or fact predominate over questions affecting only individual class members." *Ramirez*, *supra*, at *2; Plaintiff must also show "substantial benefits from certification that renders proceeding as a class superior to the alternatives." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012).[3] This

[3] *See also Bell v. Farmers Ins. Exchange*, 15 Cal.App.4th 715, 741 (2004) ("A line of California cases follows the principle of rule 23(b)(3) of the Federal Rules of Civil Procedure (28 U.S.C.), which provides that, for a class action to be maintained, it must be superior to other available methods for the fair and efficient

superiority requirement encompasses consideration of "the manageability of individual issues." *Duran v. U.S. Bank Nat'l Assn.*, 59 Cal 4th 1, 29 (2014).

70. Common issues do not predominate "where each member's right to recover depends on facts peculiar to his case," and "every member of the alleged class would be required to litigate numerous and substantial questions determining his individual right to recover following the 'class judgment' determining issues common to the purported class." *City of San Jose v. Superior Court*, 12 Cal.3d 447, 459 (1974). When a class action will "splinter into individual trials," common questions do not predominate and litigation of the action in the class format is inappropriate. *Id.*, at 460; *McCullah v. Southern Cal. Gas*, 82 Cal.App.4th 495, 499 (2000) ("[C]ommunity of interest requirement is not satisfied if every member of alleged class would be required to litigate numerous and substantial questions.").

71. To that end, Defendant argued that Plaintiff would be unable to prevail as to certification because they argued that there were no *written*, class-wide policies that could serve as the "common question" necessary to support certification. More specifically, they argued that (1) Defendant's written meal policies were in compliance with California law and authorized and permitted employees to take their legally mandated breaks, and (2) its practice was to allow employees to take legally mandated breaks off-premises and without interruption.

72. In conjunction with these allegedly compliant policies and practices, Defendant then argued that class-wide adjudication would be impossible because the proposed Class consisted of a group of employees that held various positions, including: (1) framing, (2) painting, (3) maintenance, (4) fencing, and (5) interior cleaning. Defendant claimed that each department used time sheets that varied depending on the position and the period, and different employees were required to enter their time sheets differently. For example, most employees recorded their own hours worked (painting, fencing, and maintenance), while others, who worked as a part of a crew, hard hours recorded by the foreman (painting). Additionally, the different time sheets included different things. For example, one time sheet included an attestation regarding about the accuracy of time reported and compliant meal and rest breaks while another did not.

adjudication of the controversy.").

73. Moreover, consistent with its position that the putative Class consists of employees performing materially different roles with varying schedules and responsibilities, Defendant further argued that any alleged meal period irregularities were driven by individualized employee preferences rather than any uniform policy or practice. Defendant then pointed to examples where delayed or noncompliant meal breaks were attributable solely to the personal choices of individual employees, such as electing to start work earlier to leave earlier or choosing to take later breaks for convenience, rather than any directive imposed by Defendants.

74. Defendants then argued that even if common questions do exist, they do not predominate because whether an individual Class Member is entitled to recovery will depend on numerous non-common factors: why they decided to clock in late or early, what they were doing before and after their shifts while clocked in (i.e., was it controlled time), whether they took meal or rest periods without employer interruption or control, whether they choose to take meal periods late or shortened, which supervisors oversaw which employees and how they implemented the policies and practices at issue, and the individual Class Member's own interpretation of policies and practices.[4]

75. According to these arguments, certification would be inappropriate because "each

[4] Such defenses have been successful before, especially in the rounding context. For instance, in *Meek v. SkyWest, Inc.*, 562 F. Supp. 3d 488, 496 (N.D. Cal. 2021), the court found that there was no commonality when the "factual questions involving whether the employee was in fact working and/or whether the employee was under the employer's control during the grace period" would necessarily require individualize inquiries across the purported class. *Meek v. SkyWest, Inc.*, 562 F. Supp. 3d 488, 496 (N.D. Cal. 2021) (Plaintiffs cannot satisfy commonality by proposing to apply to SkyWest's grace period policy a rounding policy analysis). Similarly, in *Cacho v. Eurostar, Inc.*, the Court of Appeal held common questions did not predominate where an employer's meal break policy omitted certain requirements but was otherwise compliant with California law—thus class certification was not supported without additional evidence of a uniform unlawful policy or practice that the class as a whole was subjected to. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885, 911 (2019), as modified (Dec. 23, 2019), reh'g denied (Jan. 13, 2020), review filed (Feb. 10, 2020). And in *Ramirez v. GEO Grp.*, the court also denied certification where the plaintiff alleged emergency procedures that required off-duty employees to remain on duty for emergency purposes while on break superseded otherwise legally compliant general written policies but could point to no other evidence of class-wide practices. *Ramirez v. GEO Grp.*, No. 18CV2136-LAB (MSB), 2019 WL 6782920, at *6 (S.D. Cal. Dec. 11, 2019) ("Finding a violation would not be possible on a class-wide basis; it would require testimony from each officer regarding whether they believed GEO's plans required them to monitor radios during breaks and whether they had, in fact, missed breaks due to GEO's emergency policy."); see also *Cummings v. Starbucks Corp.*, 2014 WL 1379119, at *23 (C.D. Cal. March 24, 2014).

member's right to recover depends on facts peculiar to his case," and "every member of the alleged class would be required to litigate numerous and substantial questions determining his individual right to recover following the 'class judgment' determining issues common to the purported class." *City of San Jose v. Superior Court*, 12 Cal.3d 447, 459 (1974); *Sotelo v. Medianews Grp., Inc.*, 207 Cal.App.4th 639, 655 (2012) ("Nor have appellants, having failed to address these causes of action in their motion, made a factual showing that any such policy could be established by common evidence."). Separate mini trials would have to determine both liability (*i.e.*, whether Defendant prevented a particular employee from taking meal breaks they knew they were entitled to take) and damages (*i.e.*, how often Defendant prevented a particular employee from taking a meal break).

76. While Plaintiff strenuously disagreed with Defendant's position and courts have certified claims similar to those asserted in this Action, other California courts have either refused to certify or have decertified such claims, especially in the rounding context.; *See, e.g., Meek v. SkyWest, Inc.*, 562 F. Supp. 3d 488, 496 (N.D. Cal. 2021) ("While that is enough to deny certification of a grace period class, the record also shows that the correct inquiry -- whether the Frontline Employees were in fact working and/or were under SkyWest's control during the grace period, is one that is not capable of classwide resolution 'in one stroke.'").

77. If Plaintiff continued litigation, there was a risk that Defendants would defeat class certification as to Plaintiff's unpaid time and meal and rest period claims. This risk factor could eliminate much of the Class's claims, including penalties under PAGA, since numerous derivative causes of action for penalties rise and fall with the underlying claims for unpaid time and/or meal and rest periods.

78. However, while acknowledging this risk, Class Counsel determined that these defenses were less compelling than other defenses asserted by Defendant as to the meal period claims, based, in part, on the California Supreme Court's recent ruling in *Donohue v. AMN Servs., LLC*, 11 Cal. 5th 58, 74-78 (2021) regarding the evidentiary impact of time records in the rounding context as it pertains to certification of meal period and off-the-clock claims. Class Counsel therefore gave a lesser discount to (1) the meal periods claims given that a majority of the noncompliant breaks were synthetic or otherwise artificially generated which is per se unlawful in California, and for those that were actually imputed by

Class Members were present in the Class's time records and could thus serve as a presumption of violation, and (2) unpaid time claims given Class Counsel's belief that, at least as to certification, Defendant's time records created a presumption of noncompliance with relevant law on a Class-wide basis.

79. *Fourth,* Defendant argued that they would prevail on meal and rest periods on the merits given that their written meal and rest break policies adequately informed the Class of their right to take one or two meal breaks or two and three rest breaks for shifts exceeding five or ten hours, respectively, complied with California state law requirements. Defendant argued, as set forth in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012), the California Supreme Court held an employer is required only to "provide" breaks but is not required to ensure that they are taken. Thus, the obligation to provide a meal period is generally satisfied if the employer "relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so." Further, "[b]ona fide relief from duty and the relinquishing of control satisfies the employer's obligations." Thus, Defendant argued that they were in compliance with *Brinker* and would prevail on the merits.

80. Again, in light of the California Supreme Court's ruling in *AMN v. Donohue*, Plaintiff applied a more limited discount as to the meal period claims as Defendant's facial meal period violation rate—approximately 23.9%—was significant and, in Class Counsel's view, sufficient to trigger the presumption of non-compliance.

81. *First*, Defendant argued that Plaintiff would be unable to certify a class on reimbursement claims because liability for unreimbursed business expenses is inherently individualized and "must be made on a case-by-case basis." (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 565.) Defendant relied on authority holding that "liability for unreimbursed business expenses … depends on individual proof" and is therefore not appropriate for class treatment. (*Wilson v. La Jolla Grp.* (2021) 61 Cal.App.5th 897, 919.) According to Defendant, individualized inquiries would be required to determine whether any claimed expense constituted a "necessary expenditure" within the meaning of Labor Code section 2802, including whether the expense was reasonable under the circumstances and incurred for

work-related purposes. (*Morgan v. Wet Seal, Inc.* (2012) 210 Cal.App.4th 1341, 1357; *Grissom v. Vons Co.* (1991) 1 Cal.App.4th 52, 58.) Defendant further contended that assessing the merits of the reimbursement claims would require the Court to scrutinize each Class Member's claimed expenses on an individualized basis, thereby defeating commonality. (*Chavez v. Lumber Liquidators* (N.D. Cal. Mar. 26, 2012) 2012 WL 1004850, at *10.).

82. *Second*, as to the reimbursement claims, Defendant argued they would prevail on the merits because they do not require employees to use their personal cell phones for work purposes (and cannot control if an employee chooses to use it).

83. *Third*, Defendant argued, and Plaintiff recognized, the likelihood that the Court would not award waiting time and/or wage statement penalties, respectively, based on difficulties in establishing bad faith, intentionality, and/or willfulness by Defendant—a required element to recover penalties under these statutes. *See, e.g.*, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1090 (2024) ("In short, the Court of Appeal in this case correctly concluded that when an employer shows that it reasonably and in good faith, albeit mistakenly, believed that it complied with section 226, subdivision (a), that employer's failure to comply with wage statement requirements is not "knowing and intentional," and the employer is therefore not subject to penalties under section 226, subdivision (e)(1)."); *see also Naranjo*, 15 Cal. 5th at 1065 ("[T]he answer to the question of Labor Code section 203 penalties was clear. Under long established law, an employer cannot incur civil or criminal penalties for the willful nonpayment of wages when the employer reasonably and in good faith disputes that wages are due.").

84. In other words, Defendant argued that while it might have violated the law, its alleged good faith attempts at complying with California law including the lack of evidence of systemic violations across the Class, and reasonable dispute over the owed wages, would prevent the imposition of these penalties. *See Diaz v. Grill Concepts Servs., Inc.*, 233 Cal. Rptr. 3d 524 (2018); *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1201 (2008); Cal. Code Regs. tit. 8 § 13520.

85. *Fourth*, in addition to willfulness, Defendant argued that Section 203 and 226 penalties would not be recoverable on the merits because they were derivative of the causes of action for unpaid wages and the failure to provide meal periods. To the extent those causes of action failed, the derivatives

would, as well.

86. *Finally*, Defendant argued, and Plaintiff recognized the likelihood of a reduction of available PAGA penalties by the Court. Labor Code § 2699, subdivision (e)(2) gives the court discretion to reduce PAGA civil penalties if it finds that awarding the full amount of penalties would be "unjust, arbitrary and oppressive, or confiscatory" and courts have found that PAGA penalties as low as $5.00 per pay period to be appropriate. *See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (overruled on other grounds) (upholding PAGA penalties of $35.00 per pay period); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019).

87. In conjunction with this argument, Defendant contended that Plaintiff would not be able to obtain the higher "subsequent" penalty amount for civil penalties because there was no prior judicial notice or determination of the illegality of Defendant's conduct. *See Gunther v. Alaska Airlines, Inc.*, No. D076762 (Cal. Ct. App. Dec. 1, 2021), at *40 ("[T]he increased $200 civil penalty for 'subsequent violation[s]' does not apply unless [plaintiff] presents evidence that the Labor Commission or a court notified [defendant] that it was in violation of the Labor Code."); *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision . . . employer cannot be presumed to be aware that its continuing underpayment of employees is a "violation" subject to penalties.").

88. Defendant claimed that, based on this appellate authority, the heightened penalty can only occur "subsequent" to a court or commissioner having advised the employer of prior violations; it is not created by a plaintiff's attorney simply sending a letter to the employer that merely alleges such violations. Thus, they argued that since there is a good faith dispute in the present matter and because Defendant has not previously been notified by a court or commissioner that it had violated the Labor Code, Defendant would not be subject to heightened penalty amount. Given this clear-cut appellate authority, Plaintiff's Counsel believed there was significant risk that Class Members would be limited to $100 per violation as a maximal penalty and significant risk of further reduction under Carrington.

Class Counsel's Analysis of Defendant's Exposure

89. After considering the above legal and factual risks, as well as the time, expense and cost

of litigation, trial and appeals, Class Counsel determined that Settlement was appropriate, fair and reasonable, and justified by Class Counsel's legal and factual investigation.

90. Prior to agreeing to any settlement, Class Counsel conducted its factual investigation and obtained informal and formal discovery in this litigation, including (1) per-shift time punch and time data, plus itemized wage statements for a 50% sampling of the Class; (2) demographic information for the Class Members containing individual pay rates and start and end dates of employment; (3) all relevant policy-related documents in effect during the relevant period; (4) hundreds of pages of documents; and (5) Plaintiff also hired the services of an expert to prepare for certification/mediation.

91. The informal and formal discovery conducted in this Action, Class Counsel's investigation, and the information exchanged by the Parties before, after, and during the mediation, was sufficient to assess reliably the merits of the respective Parties' positions.

92. Class Counsel, in conjunction with its expert's analysis, determined Defendant's unadjusted maximum exposure as follows:

Unpaid Wages

93. Defendant, due to their rounding practice, failed to accurately record employee time and compensate Class Members for all regular and overtime hours worked. Class Counsel's expert determined from an analysis of the time records and other information provided by Defendants that there was a total of 688.82 net unpaid minimum wage hours and 190.3 net unpaid overtime hours based on Defendant's rounding policy. These lost hours translated to damages for Class Members in the amount of $36,857.89 worth of unpaid regular and overtime wages.

Unpaid Meal Period Premiums

94. Plaintiff's expert analyzed Defendant's timekeeping and payroll records and identified two separate categories of meal period damages. First, pursuant to *Donohue v. AMN Services, LLC*, Plaintiff's expert identified approximately 38,023 shifts with presumptively noncompliant meal periods resulting from Defendant's use of synthetic timekeeping, resulting in damages of $1,015,911.56 during the Class Period. Second, with respect to the subset of time records that actually tracked employees' hours worked, Defendant's timekeeping records reflected a significant number of missed, late, and

shortened meal periods. Based on Plaintiff's expert's analysis of the time and payroll records, there were an extrapolated 1,501 meal period violations among Class Members, resulting in $245,634.11 in unpaid meal period premiums during the Class Period.[5]

Unpaid Rest Period Premiums

95. Plaintiff's expert assumed a rest break violations rate of 75% of shifts during the Class Period. Using that violation rate, Class Counsel's expert calculated 29,808.12 rest period violations through the Class Period, resulting in $784,252.04 in unpaid premiums throughout the Class Period for non-compliant or missed rest periods.

Reimbursable Expenses

96. Class Counsel assumed a $5 per pay period reimbursement expense for employees based on cellphone usage. This amounts to $41,833.95 in damages.

Waiting Time Penalties

97. The Class has an estimated 101 former employees within the statute of limitation period for waiting time penalties. They are owed waiting time penalties of $636,780.51 (calculated at 30 days per employee at 8 hours per day [the average shift length worked by Class Members]).

Wage Statement Penalties

98. Defendant violated Sections 226 by failing to provide minimum and overtime wages based on rounding, premium pay, and correct number of hours worked on Class Members' wage statements, yielding penalties of $239,599.00 (after accounting for the $4,000 per person penalty cap).

PAGA Penalties

99. The PAGA period runs from December 4, 2024 through June 26, 2026, for a total of approximately 1,519 PAGA pay periods, resulting in unstacked PAGA penalties of $151,900.00.

100. This penalty amount incorporated Class Counsel's view that they would be unable to obtain stacked PAGA penalties. Plaintiff's Counsel is not aware of any published California appellate court decisions that have held that Plaintiff may "stack" PAGA penalties, and while some federal district courts have allowed stacking, many have not. *See, e.g.*, *Hamilton v. Juul Labs*, 20-cv-03710-EMC, at *14

[5] Defendants failed to pay a single meal period premium throughout the Class Period.

(N.D. Cal. Nov. 16, 2021); *see also Snow v. United Parcel Services, Inc.*, 2020 WL 1638250, *3 (C.D. Cal April 1, 2020) ("[P]laintiffs may only recover a set of civil penalties for each type of violation."); *Smith v. Lux Retail North America*, 2013 WL 2932243, *4 (N.D. Cal. June 13, 2013) ("Another necessary but equally flawed assumption undergirding the Luxottica calculation is the stacking of penalties . . no actual holding in any judicial decision has ever blessed such stacking."); *Salazar v. PODS Enterprise, LLC*, 2019 WL 2023726, *6 (C.D. Cal. May 8, 2019) ("[I]t is possible (although highly unlikely) that Plaintiff could recover PAGA penalties for each separate type of Labor Code violation.").

Defendant's Total Potential Exposure for Class Claims

101. The total potential *damages* recoverable for the Class, before accounting for any associated risks and interest, is $2,124,489.55. The total potential *penalties* recoverable for the Class (including unstacked PAGA penalties), before accounting for any associated risks and interest, is $1,028,279.51. Thus, the maximum potential damages *and* penalties recoverable for the Class—before accounting for any associated risks and present value discount—is $3,152,769.06.

Class Counsel's Risk Analysis of the Class's Claims in Light of Defendant's Asserted Defenses

102. However, in coming to a determination that this settlement is fair and reasonable and in the best interests of the Class, Class Counsel took into account the possibility of unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that would all take several more years to litigate; the risk of Plaintiff not prevailing on one or more of the underlying claims due to factors such as Defendant's ability to distinguish this case from existing cases; the risk that a court may not award waiting time penalties, wage statement penalties, and/or PAGA penalties based on difficulties in establishing bad faith; and the costs and time of continued litigation as follows:

103. *First*, Plaintiff ascribed a 20% discount to the value of the off-the-clock wage claims to account for the possibility of losing class certification based on any of Defendant's asserted defenses and manageability issues. While Plaintiff believes that rounding cases are certifiable, several recent court decisions have held contrary. See e.g., *Cirrincione v. American Scissor Lift, Inc.*, 73 Cal. App. 5th 619 (2022) (depublished) (denying cert in a putative class action lawsuit based on a failure to show predominance of common questions where underlying wage and hour violations were predicated on the employer's policy

and/or practice of rounding the work time of its employee, which allegedly resulted in the systematic underpayment of wages). Plaintiff ascribed a further 35% discount to the value of these claims to account for the possibility of losing on the merits as to the claim based on any of the defenses raised above.

104. *Second*, Plaintiff ascribed a conservative 35% risk discount to the value of unpaid meal period premiums due to the possibility of losing at class certification in light of the California Supreme Court's ruling in *Donohue v. AMN Servs., LLC*, 11 Cal. 5th 58 (2021), which established that the meal period punches can serve as a rebuttable presumption of violation at the certification stage. *Donohue*, 11 Cal. 5th at 76-77 (rounding time punches showing missed, short, or delayed meal periods create a rebuttable presumption of meal period violations for purposes of class certification). Plaintiff ascribed a further 40% discount to the value of unpaid meal period premiums due to the possibility of losing, in part or in full, on the merits based on the likelihood that Defendant would demonstrate that in practice meal period policies were compliant, Class Members were aware of their right to take breaks, and Class Members did take breaks or voluntarily forewent or shortened them without pressure from Defendant.

105. *Third*, Plaintiff ascribed a 60% risk discount to the value of unpaid rest period premiums due to the possibility of losing at class certification based on any of Defendant's asserted defenses and manageability issues. Plaintiff ascribed a further 75% discount to the value of unpaid rest period premiums due to the possibility of losing on the merits based due to Defendant's asserted defenses and based on the potential that Defendant would could that in practice rest period policies were compliant, Class Members were aware of their right to take breaks, Class Members did take breaks or voluntarily forewent or shortened them without pressure from Defendant, and all breaks were off-duty and off-premises. This discount also took into account the likelihood Plaintiff will be unable to prove a 75% violation across the Class Period for rest period violations.

106. *Fourth*, Plaintiff ascribed a 30% discount to certification for the reimbursement claim for the risk of being unable to show a common question of fact given that none of Defendant's policy documents required an employee to utilize a personal cellphone and another 50% discount on the merits for proving the claim given Defendant purported defenses to this claim.

107. *Sixth*, Plaintiff ascribed a 50% risk to the Court not awarding waiting time and/or wage

statement penalties, respectively, based on a failure to prevail on any of the predicate claims. Plaintiff ascribed a further 65% discount to these penalties based on difficulties in establishing bad faith, intentionality, and/or willfulness. While Class Counsel believes the alleged violations (*i.e.*, failure to pay all wages and overtime premiums and failure to authorize and make available compliant meal and rest periods) would have a likelihood of being proven at trial, Plaintiff also recognized a likelihood that said violations would not be proven to have been knowing and intentional—a required element to recover penalties under these statutes as discussed above.

108. *Seventh,* Plaintiff ascribed a 75% risk to a significant reduction of PAGA penalties by the Court. Labor Code § 2699(e)(2) gives the court discretion to reduce PAGA civil penalties if it finds that awarding the full amount of penalties would be "unjust, arbitrary and oppressive, or confiscatory."[6] Such risk is significant as state and district courts have found that PAGA penalties as low as $5.00 per pay period (a reduction of over 95% of the collectible penalties) to be appropriate. *See, e.g.*, *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (overruled on other grounds) (upholding PAGA penalties of $35.00 per pay period); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019).

109. This discount also reflected Class Counsel's recognition that the Class would likely not be able to obtain the higher "subsequent" penalty amount for civil penalties because there was no prior judicial notice or determination of the illegality of Defendant's conduct. *See Gunther v. Alaska Airlines, Inc.*, No. D076762 (Cal. Ct. App. Dec. 1, 2021), at *40 ("[T]he increased $200 civil penalty for 'subsequent violation[s]' does not apply unless [plaintiff] presents evidence that the Labor Commission or a court notified [defendant] that it was in violation of the Labor Code."); *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision . . . employer cannot be presumed to be aware that its continuing underpayment of employees is a "violation" subject to penalties."). Additionally, the June 2024 PAGA amendments now prohibit PAGA stacking for penalties under Labor Code sections 201, 202, 203, 204, or 226 without an independent predicate

[6] The average imposed reduction at trial for PAGA penalties is 77%. *See* Jennifer Kramer, Steven G. Pearl, and Julie R. Trotter, PAGA at 20: What Happens When Cases Go To Trial., Vol. 38, No. 4 Cal. Lab. & Employment Law Rev. 1. (2024)

violation of those statutes (which is not present here). Cal. Lab. Code § 2699(h)(3)(i).

110. Class Counsel also took into account the value of an immediate and guaranteed Settlement against the uncertainty and delay that would occur before the Class's claims could be heard at trial, extended by any potential appeals.

111. Ultimately, Class Counsel determined that Defendant's *risk-adjusted, realistic* maximum damage exposure was approximately $622,843.97, before any discount for the time value of money.

112. By contrast, the Settlement will yield a *prompt, certain,* and *substantial* recovery for Class Members, which also benefits the parties and the Court. The Settlement was based on calculations, risk assessment, and non-collusive negotiation. The resulting settlement takes those risks and others into account in arriving at the non-reversionary Maximum Settlement Amount of $300,000.00, which represents a meaningful recovery of 48.17% of the value of Defendant's *risk-adjusted, realistic, maximum* exposure for damages and penalties. While Class Counsel would not typically support a settlement of this percentage recovery under normal circumstances, given Defendant's arbitration agreement defense, coupled with their financial duress, the settlement is appropriate.

113. The extensive informal and formal discovery conducted in this Action was sufficient to assess reliably the merits of the respective Parties' positions and determine that this Settlement was fair is reasonable and in the best interests of the Class. Class Counsel took into consideration the merits of the action on balance with the risk of the court not certifying the class based on common issues not predominating; the risk of a finding Defendant provided compliant meal and/or rest break policies and/or implemented compliant practices; the risk the Court would find against Plaintiff on the rounding claims as to minimum wage and overtime payments; the risk of the court not awarding waiting time penalties, and/or other civil or PAGA penalties based on a lack of willfulness or difficulties in establishing bad faith; and other potential defenses of Defendant on the merits.

114. If Defendant prevailed on any of these defenses, the claims of the Class would potentially be worth little to nothing. Class Counsel also took into account the value of an immediate and guaranteed Settlement against the uncertainty and delay that would occur before the Class's claims could be heard at trial, extended by any potential appeals.

115. To be clear, Class Counsel believes that the claims have merit, and that the Class would ultimately prevail at trial. However, Class Counsel recognizes and acknowledges the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through class certification, summary judgment, trial, and appeals. I have also taken into account the uncertain outcome and the risk inherent in any litigation, the risk of continued litigation in complex actions such as this, the risk that Defendant defeat class certification or wins on the merits as to each of Plaintiff's claims for damages, of which the other wage and hour claims for penalties are derivative, and the resulting risk of little or no recovery. If settlement were not achieved, continued litigation of the claims would take substantial time and possibly confer little or no benefit on Class Members.

116. In contrast, the Settlement obtained here will result in meaningful recovery for each Class member with the estimated 288 Class Members being potentially entitled to an average individual gross recovery of $1,041.67 per Class Member and net recovery of $470.49 per Class Member. Class Counsel believes that the Settlement confers substantial benefits upon the Class Participants and each of the members of the Class, and that an independent review of the Settlement Agreement by the Court in the approval process will confirm this conclusion.

117. Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Settlement Agreement is fair and reasonable and is in the best interests of the Class Members.

118. The Settlement is within the "zone of reasonableness," justifying preliminary approval and notice dissemination to the Class—and is an excellent result, meeting or exceeding settlements in similar wage and hour cases based on the percentage of recovered damages or on average recovery.[7]

[7] *See, e.g.*, *Arredondo*, 2022 WL 396575, at *14-15 (granting preliminary approval of $1.25 million settlement that represented 11% of the theoretical maximum recovery); *Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-00332-LJO-SAB, 2020 WL 291042, *17-20 (granting preliminary approval of $600,000 wage and hour class and collective action settlement that represented 5.2% of the original valuation of the claims); *Cooley v. Indian River Transp. Co.* (E.D. Cal. Jan. 24, 2019) No. 1:18- CV-00491, 2019 WL 316634, at *8 (granting preliminary approval of $1.4 million wage and hour class settlement representing 11% of potential liability); *Thompson v. Costco Wholesale Corp.* (S.D. Cal. May 11, 2017) No. 14-CV-2778-CAB-WVG, 2017 WL 1957552, at *8 (granting preliminary approval of $2 million wage and hour class settlement reflecting approximately 10% of exposure); *Ma v. Covidien Holding, Inc.* (C.D. Cal. Jan. 31, 2014) No. SACV 12-02161- DOC, 2014 WL 360196, at *5 (granting preliminary approval of $2.5 million wage and hour class settlement that represented 9.1% of total exposure as within

PAGA Allocation

119. Under *Moniz v. Adecco U.S., Inc.*, the Court must inquire whether the PAGA settlement is "fair, adequate, and reasonable" as well whether it is "meaningful and consistent with the purposes of PAGA." *Moniz v. Adecco U.S., Inc.*, 72 Cal.App.5th 56, 64 (2021).

120. Courts look to the overall impact of the litigation in terms of fulfilling PAGA's purposes: "[f]or example, if the settlement for the Rule 23 class is robust, the purposes of PAGA may be concurrently fulfilled. By providing fair compensation to the class members as employees and substantial monetary relief, a settlement not only vindicates the rights of the class members as employees, but may have a deterrent effect upon the defendant employer and other employers, an objective of PAGA. Likewise, if the settlement resolves the important question of the status of workers as employees entitled to the protection of the Labor Code or contained substantial injunctive relief, this would support PAGA's interest in "augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring noncompliance." *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134–35 (N.D. Cal. 2016) (quoting the Labor & Workforce Development Agency Response).

121. In performing this analysis, "[c]ourts routinely apply a 'sliding scale' approach to PAGA penalties where there is a hybrid settlement." *Harvey v. Morgan Stanley Smith Barney LLC*, No. 18-CV-02835-WHO, 2019 WL 4462653, at *4 (N.D. Cal. Sept. 5, 2019) (*citing O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016)).

122. Defendant's total exposure is $622,843.97, of which $151,900.00 is attributed to total unstacked PAGA exposure—or approximately 24.3%. The Gross Settlement Amount is $300,000, of which $30,000 is allocated to PAGA penalties—or approximately 10%.

123. Even though the PAGA penalty allocation is less on a weighted percentage basis than the Class recovery, that does not mean that it is not fair, adequate, and reasonable in light of the fact that the PAGA claims have differing maximal exposure and risk discounts. Additionally, given the wide variance

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"range of reasonableness"); *Munyan v. Nationwide Medical, Inc.*, No. BC579015, 2017 WL 6452647, at *6 (Cal. Super. Oct. 12, 2017) (approving settlement of $400,000, which represented 12% of potential recovery in wage-and-hour case); *Solis v. Bottomley Distribution Co., Inc.*, No. 15-CV-287797, 2017 WL 1046615, at *3 (Cal. Super. Mar. 03, 2017) (approving wage-and-hour class settlement that represented 8.1% of total potential recovery of $3,307,479).

in approved PAGA penalties, the *Carrington* decision, and Defendant's defenses in terms of good faith, the PAGA allocation is fair, adequate, and reasonable, especially under the "sliding scale" approach given the relative risks on the PAGA claim, the strength of the Class recovery, and the substantial monetary relief obtained for the Class—all of which will fulfill PAGA's dual statutory goals of punishing and deterring Defendant and other employers from engaging in Labor Code violations in the future, which helps fulfill the legislative rationale behind PAGA's enactment. *Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664, 695 (2024) ("[T]he dual statutory purposes of [PAGA are] punishment and deterrence."); *see also Iskanian v. CLS Transportation*, 59 Cal.4th at 389.

Plaintiff's Counsel Is Experienced in Wage-And-Hour Litigation

124. I founded Barahmand Law Group in December 2021.[8] Barahmand Law Group is dedicated to representing employees in both individual and class action litigation in court and arbitration hearings. Since the founding of my firm, I personally have represented hundreds of employees in numerous employment claims, including wage and hour and other employment-related putative class actions.

125. Through my practice at Barahmand Law Group, my prior employment working for law firms that exclusively handle employment claims, and my association with attorneys that have significant class action and wage and hour and employment litigation on both a class and individual level, I have gained significant experience regarding the responsibilities of representing a class from inception through resolution. I am an experienced practitioner in the realm of wage and hour and employment litigation on both a class and individual level.

126. My firm has been appointed class counsel in *Delamora v. Thorpe Design, Inc.*, Case No. C22-00931 (Contra Costa Cnty. Sup. Ct. 2022) (final approval granted September 21, 2023), *Mendoza v. Baugher Ranch Organics, Inc.*, Case No. 25CV00036 (Glenn Cnty. Sup. Ct. 2025) (final approval granted on January 21, 2026), *Tinajero v. Sequoia Medical Center, LP*. (Tulare Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods) (final approval granted on August 31,

[8] I received a B.A. from University of California, Los Angeles, in 2016. In 2021, I received a J.D. from Loyola Law School in Los Angeles, California. I became a member of the Bar of the State of California in December 2021 where I subsequently founded my firm, Barahmand Law Group.

2026), *Lalezarian et al. v. Homak Enterprises, Inc.*, 24STCV06524 (Los Angeles Sup. Ct. 2024) (final approval granted on July 17, 2026), *Alvarado et al. v. CTOS, LLC* et al. BCV-25-100908 (Kern Sup. Ct. 2025) (final approval granted on August 3, 2026); *Gonzalez v. PNC Management, LLC*, Case No. CGC-24-618430 (San Francisco Sup. Ct. 2024) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods) (final approval granted on August 19, 2026); *Espinoza v. GNC Holdings, LLC* (Sacramento Sup. Ct. 2024) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods) (final approval granted on October 23, 2026), *Sophia Aguirre v. Shift4 Payments, LLC*, Case No. C24-01636 (Contra Costa Sup. Ct.)(preliminary approval granted on June 4, 2026) (final approval pending), *Arthur Hutton v. Pacific Tank Lines, Inc.*, Case No. 23STCV31554 (Los Angeles Sup. Ct. 2023)(final granted on October 19, 2026), and *Karina Viera v. Up Real Estate Holding Corp*, Case No. 2024CUOE021511 (Ventura Sup. Cnty. Ct. 2024) (preliminary approval granted on September 24, 2026)(final approval pending). I have also been named PAGA counsel in *Rubio v. Green Knight Security, Inc.*, Case No. 24STCV01923 (Los Angeles Cnty. Sup. Ct. 2025) (approval granted March 24, 2025), *Newsome v. Kiva Sales and Services, LLC*, Case No. 23CV035642 (Alameda Cnty. Sup. Ct. 2023) (approval granted September 25, 2025), *Ceja v. Western Veterinary Center, Inc.* Case No. 25STCV11879 (Los Angeles Cnty. Sup. Ct. 2025) (approval granted October 7, 2025), *Johnson et al. v. ASLB, LLC*, Case No. 24STCV13710 (approval granted on January 30, 2026), *Marco Villasenor v. J.G. Boswell Company*, Case No. 24STCV26669 (approval granted on July 18, 2026); *Corey Kendrick v. Hooked on Solar,* Case No. S-CV-0056439 (Placer Sup. Ct. 2025) (approval granted on August 7, 2026); and *Joseph Williams v. Curbstand, Inc.*, Case No. 24STCV28143 (Los Angeles Sup. Ct. 2024) (approval granted on October 2, 2026).

127. Barahmand Law Group is currently prosecuting claims on behalf of Aggrieved Employees in *Dorian Laviene v. Urban Flavours*, Case No. 23CV040942 (Alameda Cnty. Sup. Ct. 2023); *Elisa Hilaire v. Spencer Gifts, LLC*, Case No. 37-2024-00019642-CU-OE-CTL (San Diego Cnty. Sup. Ct. 2024) (wage and hour case related to failing to provide suitable seating and failure to provide compliant meal/rest periods); *Serenity Dunbarr v. Pacific Drive-Ins, LLC*, Case No. 37-2024-00025683-CU-OE-CTL (San Diego Cnty. Sup. Ct. 2024) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Shanel Quilhuiz v. Sugared + Bronzed, LLC*, Case No. 24STCV20871 (Los Angeles Sup.

Ct. 2024 (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Antonio Estrada v. EBS Foods, LLC*, Case No. 24STCV33064 (Los Angeles Sup. Ct. 2024) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Heather Abalos v. McCampbell Analytical, Inc.*, Case No. C24-02882 (Contra Costa Sup. Ct. 2024) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Isaac Davidson-Gesser v. Aequor Technologies, LLC* et al., Case No. 8:25−cv−00760−FWS−ADS (C.D. Cal. 2025); *Valerie Marie Powell v. Bellamy's Fine Dining Corp.*; Case No. 25CU015131C (San Diego Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Abel Martinez v. Maria Elena Motors, Inc.*, (Fresno Sup. Ct. 2025) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Kelly Acosta v. Cityfront Homeowners Association* (San Diego Sup. Ct. 2025) (wage and hour case relating to failure to pay all wages and provide compliant meal/rest periods); *Dominic LoPorto v. Los Angeles Property Construction, Inc.* (Los Angeles Sup. Ct 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Anna Carballo v. SVT Gruppe, Inc.* (Sacramento Sup. Ct. 2025) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Blake Dubrow v. Andy Frain Services, Inc.* (Los Angeles Sup. Ct 2025) (wage and hour case relating to failure to pay all wages and provide compliant meal/rest periods); *Maria Cota v. Marias Holding Group* (Los Angeles Sup. Ct 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods; *Tracy Nichols v. Los Angeles Center for Alcohol and Drug Abuse*, (Los Angeles Sup. Ct 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Christian Gomez v. Michael Taylor Construction, LLC*, (Fresno Sup. Ct 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Jazzmin Rideout v. First Pitch Entertainment, LLC* (Tulare Sup. Ct 2025) (wage and hour case related to failure to pay all wages and provide compliant rest periods); *Brianna Hubbard v. Agemark Corporation* (Fresno Sup. Ct 2025) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Maria De Los Angeles Rocha Lanzas v. Reneson Hotels, Inc.* (San Mateo Sup. Ct 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Elena Diaz v. In-Shape Fitness, LLC* (Sacramento Sup. Ct 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); and *Brianna Curtis v. Integra Capital Group, Inc.*

(Orange Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Yarenis Cifuentes v. Raising Cane's LLC*, (Los Angeles Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Rafael Cardenas v. Jeff & Tony's DSD, LLC*, (Los Angeles Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Louis Whitfield v. Green Knight Security, Inc.* (Los Angeles Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Crystal Negrete v. Gaither's Family Homes, Inc.* (Tulare Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Juan Carlos Valencia Diaz v. PJ's Lumber, Inc.*, (Stanislaus Sup. Ct. 2026) (wage and hour case related to failure to pay all wages and provide compliant rest periods); *Pierce Findlay v. Flecha HB, LLC*, (San Diego Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Marco Robles v. Los Alisos Ranch Co, Inc.* (Orange Sup. Ct. 2026) (wage and hour case related to failure to pay all wages and provide compliant rest periods); *Brittany Walker v. Blue Water Restaurant* (Orange Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Rodolfo Hernandez v. Channel Islands Vegetable Farm, Inc.* (Ventura Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Alexis Guzman et al. v. DGDG4, LLC et al.*, (Santa Clara Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Jose Zepeda v. California Acetylene, Inc. et al* (Riverside Sup. Ct. 2026) (wage and hour case related to failure to pay all wages and provide compliant rest periods); *Nereida Flores et al. v. Rialto Postal Acute*; (San Bernardino Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Jason Bentacourt v. Fresno M, LLC* (Fresno Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); *Ethan Turnbough v. Mark III Construction, Inc.* (Sacramento Sup. Ct. 2026) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Krystal Wilson v. C-Stores, Inc.* (San Luis Obispo Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); and *LaVon Gittens v. PaymentCloud, LLC*, (Los Angeles Sup. Ct. 2026) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods).

128. I have been named "Rising Stars" by Super Lawyers magazine from 2024 through 2026.

This is an honor awarded to no more than two and a half percent of attorneys under the age of 40 in California.

The Attorneys' Fees Allocation is Reasonable

129. Plaintiff also requests that the Court preliminarily approve an award of reasonable attorneys' fees amounting to 1/3 of the settlement fund, or $100,000.00. The attorneys' fee award of 1/3 of the settlement fund is reasonable considering the experience of Class Counsel in wage-and-hour cases, including class actions, the legal expertise required to litigate this case and negotiate this Settlement, and the amount of actual time that Class Counsel has dedicated to this case and the salutary effect of the lawsuit on Defendant's policies and practices with respect to the Labor Code violations alleged in the Complaint. The attorneys' fees sought are comparable to attorneys' fee awards granted in comparable cases. Significantly, the retainer agreement in this case provides for fees up to one-third of the amount obtained.

130. If the Court grants preliminary approval to the Settlement and authorizes the dissemination of notice of the Settlement to the Class, Class Counsel anticipates filing a Motion for Attorneys' Fees, Costs, and Incentive Award that will be scheduled to be heard concurrently (or will be part of) the Motion for Final Approval and Fairness Hearing. In connection with the filing of the Motion for Attorneys' Fees and Costs, Class Counsel will submit updated information in the form of a sworn declaration setting forth a summary of their lodestar hours on this case, as well all of their costs reasonably incurred in the litigation this case.

131. I have no knowledge of the existence of any conflicting interests between my firm and any of its attorneys, on the one hand, and Plaintiff or any other Class Member, on the other.

The Class Representative Enhancement Award is Fair and Appropriate

132. Plaintiff requests payment of an Enhancement Award from the non-reversionary Maximum Settlement Amount to the Class Representative in the amount of $10,000 and in addition to any payment to which he is otherwise entitled as a Class Member. The proposed Enhancement Award is reasonable compensation given the time and effort that the Named Plaintiff devoted to this case and valuable assistance they provided to Class Counsel.

133. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case, including providing factual background for mediation and the Class Complaint; reviewing the relevant documents, and Complaint; participating phone and text message communications with Class Counsel in regard to potential Class Members for witnesses interviews, participating in phone calls with Class Counsel to discuss litigation and settlement strategy; remaining on-call and available during mediation, and reviewing the settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Further, Plaintiff agreed to undertake the financial risk of serving as Class Representative and exposed himself to the risk of negative publicity by anyone who opposed this case. Moreover, the requested $10,000.00 Incentive Payment for the Named Plaintiff falls within the range of incentive payments typically awarded to Class Representative in similar class actions. *See e.g.*, *Bond v. Ferguson Enterprises, Inc.*, No. 1:09–cv–1662 OWW MJS, 2011 WL 2648879 (E.D. Cal. June 30, 2011) (approving $11,250 service award to each of the two class Representative in a trucker meal break class action); *Ross v. US Bank National Association*, No. C 07-02951 SI, 2010 WL 3833922, at *2 (N.D. Cal. Sept. 29, 2010) (approving $20,000 enhancement award to Class Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 493 (E.D. Cal. 2010) (approving service awards in the amount of $10,000 each from a $300,000 settlement fund in a wage/hour class action); *West v. Circle K Stores, Inc.*, NO. CIV. S-04-0438 WBS GGH, 2006 U.S. Dist. LEXIS 76558, at *28 (E.D. Cal. Oct. 19, 2006) ("the court finds Plaintiff's enhancement payments of $15,000 each to be reasonable."); *Glass v. UBS Fin. Servs.*, No. C-06-4068 MMC, 2007 U.S. Dist. LEXIS 8476, at *52 (N.D. Cal. Jan. 26, 2007) (finding "requested payment of $25,000 to each of the named Plaintiff is appropriate" in wage and hour settlement); *Louie v. Kaiser Found. Health Plan, Inc.*, CASE NO. 08cv0795 IEG RBB, 2008 U.S. Dist. LEXIS 78314, at *18 (S.D. Cal. Oct. 6, 2008) (approving "$25,000 incentive award for each Class Representative" in wage an hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) ("Numerous courts in the Ninth Circuit and elsewhere have approved incentive awards of $20,000 or more where, as here, the class representative has demonstrated a strong commitment to the class").

The Settlement Administrator

134. The Parties propose that the Court appoint Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Settlement Administrator. Phoenix provided a quote of $7,950.00 to administer this Settlement with English and Spanish Translation. Class Counsel solicited bids from several potential settlement administrators and selected Phoenix based on their bid amount, their experience in administering class action settlements, and Class Counsel's prior experience with Phoenix. Phoenix's bid in this matter is attached as **Exhibit 5**.

135. Phoenix is experienced in administering class action settlements, having administered thousands of class actions, and is qualified to administer this Settlement. Class Counsel has used Phoenix for numerous other class action settlement administration and Phoenix has successfully completed its duties for those settlements.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on October 29, 2026, in Los Angeles, California.

By: 
Navid Barahmand

EXHIBIT 1

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Attorneys for Defendant
Michael Taylor Construction, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Christian Gomez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Michael Taylor Construction, LLC, a California Limited Liability Company; and **Does 1-10**, inclusive;

Defendants.

CLASS ACTION

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS AND PAGA ACTION

Case Filed: December 12, 2025
Trial Date: None Set

This Joint Stipulation of Settlement and Release of Class and PAGA Action ("Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff Christian Gomez ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated individuals and Michael Taylor Construction, LLC ("Defendant"). Plaintiff and Defendant may be referred to herein as the "Parties," singularly as a "Party," or by their designated names.

This Agreement is subject to the approval of the Court and is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide basis subject to the following terms and conditions.

This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. Plaintiff Christian Gomez filed his complaint on December 12, 2025 in the Fresno County Superior Court where it was entitled *Christian Gomez v. Michael Taylor Construction, LLC et al.*, Case No. 25CECG05735. Following the Parties' stipulation to transfer venue, the Action was transferred to the Madera County Superior Court, where it is now pending (the "Action"). The Action asserted the following class-wide causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate wage statements; (6) failure to pay wages when due; (7) failure to reimburse necessary business expenses; and (8) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq.

2. On February 19, 2026, Plaintiff filed a First Amended Complaint adding an additional cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. ("PAGA").

3. Defendant denies all material allegations set forth in the Action and have asserted numerous affirmative and other defenses in response to the Class, PAGA, and individual claims. Defendant contends it has complied with the California Labor Code, the California Business & Professions Code, the applicable IWC Wage Orders, and all other applicable California and Federal

law. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and would also divert Defendant's resources away from its core mission. Defendant has therefore concluded that it is desirable that the litigation be resolved upon the terms and conditions set forth in this Stipulation.

4. On July 30, 2026, the Parties participated in a full-day of mediation with Craig Ackermann (the "Mediator"), a well-respected mediator in the field of employment law and wage-and-hour class actions. The matter settled at mediation and the Parties agreed to the principal terms reflected in this Stipulation.

5. Class Counsel conducted a significant investigation during the prosecution of the Action. This investigation included, among other things, (a) numerous telephonic conferences with Plaintiff; (b) inspection and analysis of a fifty (50%) sampling of payroll and policy documents and other information produced by Plaintiff and Defendant; (c) analysis of the legal positions taken by Defendant; (d) investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the Action and the potential defenses thereto; (g) assembling and analyzing data for calculating damages; and (h) retained the services of an expert to analyze and prepare Defendant's exposure.

6. The informal and formal discovery conducted in this matter, as well as discussions between counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their positions and to evaluate the risks of litigation and the value of the Settlement Class's claims. The discovery and investigation conducted in this Action and the information exchanged by the Parties through informal and formal discovery and settlement discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

7. The settlement discussions before and during mediation were conducted at arm's length and the settlement of the Action is the result of an informed and detailed analysis of Defendant's potential liability in relation to the costs and risks associated with continued litigation.

8. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and appeals. Class Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the potential difficulty of obtaining certification of the Action; and 5) the potential risk of trying the claims of the class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action and litigation of those claims on a class-wide basis.

9. Class Counsel believes that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class Members, and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

10. Based on the data and documents produced during informal and formal discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records requests, Class Counsel's own independent investigation and evaluation, Class Counsel believes that Plaintiff's settlement with Defendant for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of delay and uncertainty associated with litigation, various defenses asserted by Defendant, the contested legal and factual issues involved, and potential appellate issues.

11. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees and Settlement Class Members on the one hand, and Defendant on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed

claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

12. The Parties agree to abide by the terms of the Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

DEFINITIONS

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

13. "**Action**" means *Christian Gomez v. Michael Taylor Construction, LLC et al.*, Case No. 25CECG05735, filed in Fresno County Superior Court on December 12, 2025, and subsequently transferred to the Madera County Superior Court pursuant to the Parties' stipulation.

14. "**Aggrieved Employees**" means those Settlement Class Members who worked for Defendant within the **PAGA Period**.

15. "**Class Counsel's Fees and Costs**" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of this Action. Class Counsel's Fees and Costs shall include all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, responding to any objections to the settlement and appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request attorneys' fees not in excess of one-third of the Maximum Settlement Amount (i.e., up to One Hundred Thousand Dollars and Zero Cents Only ($100,000.00).[1] Class Counsel's Fees and Costs will also mean and include the additional reimbursement of Class Counsel's actual reasonable costs incurred in connection with Class Counsel's litigation and settlement of the Action, up to Twenty Thousand Dollars and Zero Cents ($20,000.00), subject to the

[1] For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the increased Gross Settlement Amount

Court's approval. Defendant agrees not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

16. "**Class Counsel**" means Navid Barahmand of Barahmand Law Group.

17. "**Class List**" means a complete list of all Settlement Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within five (5) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant or its agents, Settlement Class Members' names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; start dates of employment; end dates of employment; number of weeks worked by each Settlement Class Member during the Class Period; the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

18. "Settlement **Class Member(s)**" or "**Settlement Class**" means the following: "*All current and former non-exempt employees who have worked at least one shift for Defendant in California at any time from December 12, 2021 to June 26, 2026*."

19. "**Class Size Representation**": Defendant represents that there are 288 Settlement Class Members[2] during the period from December 12, 2021 through mediation and that these Settlement Class Members worked a combined 9,420 workweeks during that same period. This representation is a material term for Plaintiff entering into this Stipulation.

20. "**Class Period**" is the period from December 12, 2021 to June 26, 2026.

21. "**Class Representative**" means Plaintiff Christian Gomez who will seek to be appointed as the Representative for the Settlement Class.

22. "**Class Representative Enhancement Payment**" means the amounts to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Settlement Class Members and negotiating the Settlement. Defendant agrees not to dispute that the Class Representative

[2] Of the 288 Class Members, Defendant represents that 36 individuals, encompassing 4,109 workweeks, are subject to arbitration agreements that purportedly preclude them from participating as Class Members in this Action.

will be paid, subject to Court approval, up to $10,000 from the Maximum Settlement Amount for his services on behalf of the class, subject to the Court granting Final Approval of this Settlement Agreement. Should the Court reduce the Class Representative's Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class Members.

23. "**Court**" means the Superior Court in the County of Madera.

24. "**Defendant(s)**" means Defendant Michael Taylor Construction, LLC.

25. "**Effective Date**" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) approval of the Settlement is granted by the Court overseeing the Action, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; i.e., 60 calendar days after entry.

26. "**Individual Class Payment**" means each Participating Class Member's share of the Net Settlement Amount, to be distributed to the Settlement Class Members who do not submit a valid Request for Exclusion, to be paid without the need to submit a claim.

27. "**Individual PAGA Payment**" means each Aggrieved Employee's pro rata share of the 35% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved Employees. Aggrieved Employees will receive their Individual PAGA Payment regardless of whether they submit a valid Request for Exclusion.

28. "**Labor and Workforce Development Agency Payment**" means the amount that the Parties have agreed that Defendant will pay in connection with Plaintiff's Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* ("PAGA")) cause of action. The Parties have agreed that Thirty Thousand Dollars and Zero Cents ($30,000.00) of the Maximum Settlement Amount

will be allocated to the resolution of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement Amount"). Pursuant to PAGA, Sixty-Five Percent (65%), or Nineteen Thousand Five Hundred Dollars and Zero Cents ($19,500.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("LWDA"), and Thirty-Five Percent (35%), or Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00), of the PAGA Settlement Amount will be paid to the Settlement Class Members, as allegedly Aggrieved Employees, as part of the Net Settlement Amount.

29. "**Maximum Settlement Amount**" means the maximum settlement amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action. The Maximum Settlement Amount shall include all Individual Class Payments to Participating Class Members, Individual PAGA Payments, the Class Representative Enhancement Payment, Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce Development Agency Payment, and the Class Counsel's Fees and Costs. The MSA shall not include employer-side payroll, which Defendant agrees that it is responsible for and are to be paid in addition to the Maximum Settlement Amount. The Maximum Settlement Amount is non-reversionary.

30. "**Net Settlement Amount**" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, Labor and Workforce Development Agency Payment, and Class Counsel's Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members and Individual PAGA Payment.

31. "**Notice of Objection**" means a Settlement Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, telephone number, and the last four digits of the objector's social security number, (b) the dates the objector was employed by Defendant in California, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

32. "**Notice Packet**" or "**Notice**" means the Notice of Class Action Settlement and

Challenge Form, substantially in the form attached as **Exhibit A**.

33. "**PAGA Period**" or "**PAGA Release Period"** shall run from December 4, 2024 to June 26, 2026.

34. "**Participating Class Members**" means all Settlement Class Members who do not submit valid and timely Requests for Exclusion.

35. "**Parties**" means Plaintiff and Defendant, collectively.

36. "**Plaintiff**" or "**Named Plaintiff**" or "**Class Representative**" means Christian Gomez.

37. "**Preliminary Approval**" means the Court order granting preliminary approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B.**

38. **"Final Approval"** means the Court granting final approval of the Settlement and entering final judgment in an order in substantially the same form as the order attached as **Exhibit C**.

39. "**Released Claims**" means all claims that were alleged in, or could reasonably have been alleged based on the facts set forth in, the First Amended Class Complaint. The Released Claims shall be released through the Release Period. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

40. "**Release Period"** is the period from December 12, 2021 to June 26, 2026.

41. "**Released PAGA Claims**" means the release of claims by Aggrieved Employees for civil penalties under PAGA asserted in the LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period. No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release regardless of whether they cash their Individual PAGA Payment. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

42. "**Released Parties**" shall mean Defendant Michael Taylor Construction, LLC, and its current and former parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.

43. "**Request for Exclusion**" means a timely letter submitted by a Settlement Class

Member indicating a request to be excluded from the Settlement. The Request for Exclusion shall include the Settlement Class Members' name and information needed to be properly identified and indicate the desire to opt out of the settlement. Such information could include the name, address, telephone number, and the last four digits of the Social Security Number of the Settlement Class Member requesting exclusion. It must be returned by first class mail or equivalent to the Settlement Administrator at the specified address and be 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. A Settlement Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by the Court.

44. "**Response Deadline**" means the deadline by which Settlement Class Members must postmark to the Settlement Administrator valid Challenge Forms, Requests for Exclusion, or file and serve objections to the Settlement. The Response Deadline will be 45 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless that day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Objections or Requests for Exclusion will be extended fifteen (15) calendar days for any Settlement Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by agreement between Class Counsel and Defendant or by Order of the Court. Under no circumstances, however, will the Settlement Administrator have the authority to extend the deadline for Settlement Class Members to submit a Request for Exclusion, or objection to the Settlement other than as provided herein.

45. "**Settlement**" or "**Stipulation**" means the Parties' agreement to resolve the Action on terms and conditions as set forth in this Settlement Agreement.

46. "**Settlement Administrator**" means a third-party class action settlement claims administrator selected by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they will not select a Settlement Administrator in which

either Party has any financial interest or other relationship that could create a conflict of interest.

47. "**Settlement Administration Costs**" means the costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Settlement Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount and shall not exceed $15,000.00.

48. "**Workweeks**" means the number of weeks worked by each Settlement Class Member as a non-exempt employee during the Class Period. Workweeks are determined by adding the number of weeks each Settlement Class Member performed any work during the Class Period. A Settlement Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement.

CLASS CERTIFICATION

49. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. If the Settlement is not approved by the Court, Defendant retains all rights and opportunities to contest class certification on all issues in the Action. More specifically, the Parties stipulate and agree for purposes of this Settlement only that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Settlement Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant had a common policy and/or practice of depriving Plaintiff and Settlement Class Members of required minimum and overtime wages;

ii. Whether Defendant unlawfully and/or willfully failed to compensate Plaintiff and Settlement Class Members required minimum and overtime wages;

iii. Whether Defendant had a common policy and/or practice of depriving Plaintiff and Settlement Class Members of compliant, off-duty meal and/or rest periods;

iv. Whether Defendant unlawfully and/or willfully deprived Plaintiff and Settlement Class Members of compliant, off-duty meal and/or rest periods;

v. Whether Defendant has a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

vi. Whether Defendant unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

vii. Whether Defendant has a common policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Settlement Class Members;

viii. Whether Defendant unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Settlement Class Members;

ix. Whether Defendant has a common policy and/or practice of failing to reimburse Plaintiff and Settlement Class Members for reasonable business expenses;

x. Whether Defendant unlawfully and/or willfully failed to reimburse Plaintiff and Settlement Class Members for reasonable business expenses;

xi. Whether Defendant has a policy and/or practice of failing to pay Plaintiff and Settlement Class Members final wages owed upon termination;

xii. Whether Defendant unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Settlement Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;

xiii. Whether Plaintiff and Settlement Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

xiv. Whether Defendant violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law.

c. That the Class Representative's claims are typical of the claims of the members of the Settlement Class.

d. That the Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

e. That the prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. That questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

g. The Parties agree that this stipulation regarding class certification is for the sole purpose of facilitating settlement approval. Should the Court ultimately deny settlement approval, the Parties agree that Defendant maintains and has the right to contend that class certification, for all the issues enumerated herein, is improper based upon all defenses available to Defendant prior to execution of this Stipulation.

TERMS OF AGREEMENT

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

50. Funding of the Maximum Settlement Amount. Within five (5) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement, including the amount of the employer contribution for payroll taxes to be paid by Defendant. Thereafter, Defendant shall fund the non-reversionary Maximum Settlement Amount of $300,000.00 ("Maximum Settlement Amount")[3] in two (2) installments as follows:

(a) Defendant shall deposit the first installment of $150,000.00 with the Settlement Administrator within ten (10) calendar days following the Court's entry of the Order Granting Final Approval of the Settlement.

[3] This payment shall be deposited into a Qualified Settlement Fund to be established by the Settlement Administrator to be held in trust pending final approval of this Settlement. Should final approval of this settlement not be granted for any reason, Defendant shall be entitled to return of this deposit within 30 days of such event.

(b) Defendant shall deposit the second and final installment of $150,000.00 with the Settlement Administrator six (6) months after the first installment is deposited, but in no event earlier than January 15, 2028.

51. Within five (5) calendar days of the funding of the Maximum Settlement Amount, the Settlement Administrator will issue payments to: (a) the Class Representative; (b) Class Counsel; (c) the Participating Class Members; (d) the Labor and Workforce Development Agency; and (e) the Settlement Administrator.

52. Defendant shall provide Plaintiff with a draft declaration containing evidence of Defendant's financial situation necessary to obtain preliminary approval. This declaration shall be provided in draft form to Plaintiff 10 business days prior to their deadline to file a motion for preliminary approval for Plaintiff's review and in executed form no later than 5 business days prior to said motion deadline.

53. Class Counsel's Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel's Fees of up to one-third of the Maximum Settlement Amount, or $100,000.00, plus the reimbursement of actual reasonable costs and expenses incurred in connection with Class Counsel's litigation and settlement of the Action, up to Twenty Thousand Dollars and Zero Cents ($20,000), both of which will be paid from the Maximum Settlement Amount[4].

54. Class Representative Enhancement Payment. In recognition of his effort and work in prosecuting the Action on behalf of Settlement Class Members and the Aggrieved Employees and in negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment to the Named Plaintiff of up $10,000, subject to the Court's approval. The Class Representative Enhancement Payment, which will be paid from the Maximum Settlement Amount, is in addition to the payment to which he is entitled to receive as a Settlement Class Member or is entitled to as part of Plaintiff's Individual Class Payment.

[4] For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the increased Gross Settlement Amount.

55. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is capped at no more than $15,000.00. These costs, which will be paid from the Maximum Settlement Amount, will include, for instance, costs incurred for the required tax reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS Forms, distributing the Notice Packet, calculating Settlement Class Members' workweeks, and calculating and distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and providing necessary reports and declarations.

56. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) of the Maximum Settlement Amount will be allocated to the resolution of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement Amount"). Pursuant to PAGA, Sixty-Five Percent (65%), or Nineteen Thousand Five Hundred Dollars and Zero Cents ($19,500.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("LWDA"), and Thirty-Five Percent (35%), or Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00), will be distributed to allegedly Aggrieved Employees. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

57. Settlement Administration Cost Decreases. Any portion of the estimated or designated Settlement Administration Costs which are not required to fulfill the total Settlement Administration Costs will become part of the Net Settlement Amount.

58. Class Payment and Individual PAGA Payment Calculations. Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for Aggrieved Employees. Specific calculations of Individual Class Payments and Individual PAGA Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's

possession, custody, or control.[5] Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

b. The Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period.

c. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for each Settlement Class Member, resulting in the Payment Ratio for each Settlement Class Member.

d. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payments.

e. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employees' individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA payment allocated to Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

59. Settlement Class Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to preliminary and final approval of the Settlement or for other class action settlements. This provision also does not limit

[5] Defendant's Workweek data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

Class Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral description of publicly available facts regarding the Settlement, provided that such posting does not expressly identify Defendant by name.

60. Settlement Class Member Communications. Defendant will instruct its officers, directors, and managers that, should they be contacted by Settlement Class Members or persons who believe they may be Settlement Class Members in relation to this Agreement, such officers, directors, and exempt managers should make no comment except those necessary to direct the employees to the Settlement Administrator and the Class Notice, or Class Counsel, and to provide such Settlement Class Members with contact information for the Settlement Administrator and Class Counsel. Defendant agrees not to discourage or prevent Settlement Class Members from exercising any of their rights or obligations pursuant to this Agreement. At no time will any of the Parties or their counsel take any action to encourage, support, require, or induce Settlement Class Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the Order and Judgment.

61. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class Payments to Participating Class Members shall be deemed to be paid to such Participating Class Members solely in the year in which such payments are received by the Participating Class Members. It is expressly understood and agreed that the receipt of such Individual Class Payments will not entitle any Participating Class Member to additional compensation or benefits under any company bonus, commission, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties to this Settlement that the Individual Class Payments provided for in this Settlement are the sole payments to be made by Defendant to the Participating Class Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

62. Settlement Administration Process. The Parties agree to cooperate in the administration

of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

63. Delivery of the Class List. Within five (5) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

64. Notice by First-Class U.S. Mail. Within five (5) calendar days following receipt of the Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form attached hereto as **Exhibit A**, to all Settlement Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) each Settlement Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments; (e) the dates which comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or objections; (g) the deadlines by which the Settlement Class Member must fax or postmark Requests for Exclusion or file and serve objections to the Settlement; (h) the claims to be released, as set forth herein; and (i) the date for the Final Approval Hearing. The Settlement Administrator will also create a website that lists key deadlines and has links to the notice, challenge form (if any), preliminary approval order, motions for preliminary and final approval and for attorneys' fees, and any other important documents in the case.

65. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular 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 Notice Packet. 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 Settlement Class Member involved and will then perform a single re-mailing. Those Settlement Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of: (a) an additional fifteen (15) calendar days; or (b) the Response Deadline

to fax or postmark a Request for Exclusion, or file and serve an objection to the Settlement.

66. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

67. Disputed Information on Notice Packets. Settlement Class Members and Aggrieved Employees will have an opportunity to dispute the information provided in their Notice Packets. To the extent Settlement Class Members/Aggrieved Employees dispute the number of weeks he/she worked during the Class Period or PAGA Period, or the amount of their Individual Class Payment or Individual PAGA Payment, Settlement Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Any disputes, along with supporting documentation, must be postmarked on or before the Response Deadline. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Settlement Class Member or Aggrieved Employee produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member/Aggrieved Employee in consultation with Class Counsel and counsel for Defendant and will make the final decision as to the Individual Class Payment/Individual PAGA Payment to which the Settlement Class Member/Aggrieved Employee may be entitled with input from Class and Defense Counsel. This determination shall be binding on the Settlement Class Member and Aggrieved Employee.

68. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within 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. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. Any Settlement Class Member who submits a Request for Exclusion shall be prohibited from objecting to the Settlement Agreement.

69. Settlement Terms Bind All Settlement Class Members Who Do Not Opt-Out. Any

Settlement Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

70. Objection Procedures. To object to the Settlement Agreement, a Settlement Class Member must file a valid Notice of Objection with the Court or the Administrator on or before the Response Deadline. The Notice of Objection shall be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. Settlement Class Members may also raise objections orally at the Final Fairness and Approval hearing, whether or not they previously submitted a valid Notice of Objection. At no time will any of the Parties or their counsel take any action to encourage, support, or induce Settlement Class Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the Order and Judgment. Class Counsel will not represent any Settlement Class Members with respect to any such objections to this Settlement.

71. Certification Reports Regarding Individual Class Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Settlement Class Members who have submitted valid Requests for Exclusion; and (b) whether any Settlement Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. No later than 30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a declaration with summary information of the Notice process, including but not limited to: (a) the total amount of final Individual Class Payments of each Settlement Class Member; (b) the number of Settlement Class Members to receive such payments; (c) the final number of requests for exclusion/opt-outs requests and objections; (d) the Settlement Administrator's qualifications for administration; and (e) an explanation of the steps taken to implement the Notice process as set forth in this Agreement. The Settlement Administrator will also provide a copy of each opt-out request and objection, authenticate those documents, and provide all necessary details as requested by Counsel

regarding the timing and handling of any opt-out requests and objections.

72. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members will be negotiable for 180 calendar days from the date the check was issued (the "Void Date"). For any Settlement Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds to the California State Unclaimed Wages Fund in the name of the Settlement Class Member or Aggrieved Employee.

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

74. Treatment of Individual Class Payments and Individual PAGA Payments. Individual Class Payments will be allocated as follows: of each Individual Class Payment, one-third (1/3) will be allocated as alleged unpaid wages and one-third (1/3) will be allocated as alleged unpaid civil penalties and one-third (1/3) will be allocated as interest. The percentage of each Individual Class Payment allocated as wages will be reported on an IRS Form W-2 by the Settlement Administrator. The remaining percentage of each payment shall be allocated as interest, penalties, and will be reported on an IRS Form-1099 by the Settlement Administrator. All Individual PAGA Payments will be allocated as alleged penalties and will be reported on an IRS Form-1099 by the Settlement Administrator.

75. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.

76. Tax Liability. The Parties acknowledge that no tax advice has been offered or given by any other Party, their attorneys, agents, or any other representatives, in the course of these negotiations, and that each Party is relying upon the advice of his/its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement. The Class Representative and Class Counsel acknowledge that they may be required to submit a Form W-9, and the Class Representative, Settlement Class Members, and Class Counsel acknowledge that the Settlement

Administrator may be required to issue a Form 1099 or other tax form reporting the consideration flowing to the Class Representative, Settlement Class Members, and Class Counsel under this agreement to the Internal Revenue Service and/or other taxing authority. Nothing herein shall obligate the Class Representative, Settlement Class Members, and Class Counsel to pay, indemnify, or otherwise assume responsibility for any taxes that would be owed by Defendant in the first instance or as a result of any re-classification of the treatment of the payments, such as, for example, employer-side payroll contributions.

77. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS 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 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

79. Release of Claims by Settlement Class Members. As of the Effective Date *and* full funding the MSA by Defendant, the Settlement Class and Participating Class Members fully release and discharge the Released Parties for the Released Claims for the Release Period. Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that Individual Class Payments constitute payment of all sums allegedly due. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Class Payment.

80. Release of Claims by Aggrieved Employees and State. As of the Effective Date *and* full funding the MSA by Defendant, the Aggrieved Employees and State of California fully release and discharge the Released Parties for the Released PAGA Claims for the PAGA Release Period.

81. Release of Claims by Plaintiff. As of the Effective Date *and* full funding the MSA by Defendant, Plaintiff shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, against the "Released Parties," except as may be prohibited by law.

82. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order for:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including but not limited to, payment of Class Counsel's fees and costs, and the Class Representative Enhancement Payment, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Preliminarily Certifying a Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Settlement Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail to the Settlement Class Members; and

f. Giving Preliminary Approval to Settlement subject to final review by the Court.

83. Duties of the Parties Following Preliminary Court Approval. Following Preliminary Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to the Class, Class Counsel will submit a proposed final order of approval and judgment for:

a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approval of Class Counsel's application for an award of attorneys' fees and costs;

c. Approval of the Class Representative Enhancement Payment to the Class Representative;

d. Approval of the Settlement Administration Costs of the Settlement Administrator; and

e. That judgment be entered in the Action.

84. Rescission of Settlement Agreement (by Defendant). If more than ten percent (10%) of the Settlement Class Members opt-out of the Settlement by submitting Requests for Exclusion, Defendant may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised, Defendant shall be solely responsible for all costs of the Settlement Administrator accrued to that point.

85. Escalator Clause. Defendant has estimated that there are approximately 288 Settlement

Class Members who worked approximately 9,420 workweeks as of the date of mediation. In the event the qualifying workweeks worked by Settlement Class Members during the Class Period increase by more than 10% over this representation, Defendant shall increase the GSA on a pro-rata basis equal to the percentage increase in the number of workweeks worked or by the number of Settlement Class Members above that 10% grace (for example, if the number of workweeks increases by 11%, the GSA will increase by 1%).

86. Adjustments to Components of Maximum Settlement Amount. This Agreement contemplates those future adjustments to the amounts of components of the Maximum Settlement Amount listed above may be necessary and/or may be ordered by the Court. Any such future adjustments shall be made only by written stipulation of the Parties or by an order of the Court. For the avoidance of doubt, this Paragraph does not apply to the Escalator Clause above, and modifications to this Settlement and the Notice shall be implemented upon the Escalator Clause triggering without the need for a written stipulation or Court Order.

87. Nullification of Settlement Agreement. In the event that: (a) the Court does not issue final approval of the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such event, if the Court rejects the Settlement despite the Parties' best efforts, Defendant shall be liable for all Settlement Administration costs incurred.

88. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Settlement Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of

Class Action Settlement document and Challenge Form, attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval. Defendant agrees not to oppose the Motion for Preliminary Approval.

89. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines for Settlement Class Members to submit Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the Labor and Workforce Development Agency Payment; (d) the Class Counsel's Fees and Costs; (e) the Class Representative Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Defendant's share of payroll taxes for wages paid in connection with the Individual Class Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, including responding to any objections and appeals arising therefrom. Class Counsel will also draft the attorneys' fees and costs application to be heard at the Final Approval hearing. Defendant agrees not to oppose the Motion for Final Approval.

90. Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein, any Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. The Terminating Party shall give to all other Parties (through his/its counsel) written notice of his/its decision to terminate this Agreement no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination of this Agreement shall have the following effects:

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

b. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any Party, Settlement Class Member or Class Counsel. The Terminating Party shall

pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

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

91. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

92. Neutral Reference. If Defendant receives an inquiry regarding Plaintiff's employment, Defendant shall respond by only verifying Plaintiff's former employment, the dates of employment, and the position held by Plaintiff. Defendant shall not provide any information regarding Plaintiff's employment except as otherwise required by law.

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

94. Entire Agreement. This Settlement Agreement, the general release of all claims by the Class Representative, and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code §1625 and California Code of Civil Procedure § 1856(a), 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 representations or terms will modify, vary, or contradict the terms of this Agreement.

95. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties or their successors-in-interest.

96. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

97. Signatories. It is agreed for the purposes of this Settlement Agreement only that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Notice, attached hereto as **Exhibit A**, will advise all Settlement Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

98. 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.

99. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

100. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. The Agreement may be executed in one or more counterparts either by ink or electronic signature. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

101. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties further agree that they have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further agree that they and their respective counsel have conducted informal discovery, including but not limited to per-shift time keeping data, payroll data, and evidence of pay and timekeeping policies, and

that the investigation conducted by the Parties was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

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

103. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein. For good and valuable consideration, Plaintiff further agrees that they will not request to be excluded from the Settlement Agreement, nor object to any terms herein, except as stipulated by the Parties in regard to their individual claims.

104. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Fees and Costs below the amount requested from the Court but must inform Defense Counsel and the Settlement Administrator of any intent to appeal prior to the distribution of any funds from the Settlement Administrator to any Settlement Class Members or any other Parties.

105. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by

Defendant of any such violations or failures to comply with any applicable law. The Parties agree that there exists a bona fide dispute as to whether any compensation is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so, the amount thereof, and no legal determinations have been made with respect to the legal claims bought in the Action and resolved in this Settlement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

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

107. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

108. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

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

110. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

111. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to the Court's Final Approval.

112. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be transmitted to a Party via email:

To Plaintiff and the Settlement Class:

Navid Barahmand, Esq. (Bar No. 340934)
BARAHMAND LAW GROUP
navid@barahmandlaw.com
23801 Calabasas Road, Suite 2034
Calabasas, California 91302
tel: (818) 574-3355

To Defendant:

Christina Cusimano (Bar No. 258627)
christina.cusimano@mccormickbarstow.com
MCCORMICK, BARSTOW, SHEPPARD, WAYTE & CARRUTH, LLP
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300

113. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

114. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Christian Gomez

Dated: 09/22/2026

Christian Gomez
Christian Gomez (Sep 22, 2026 14:32:21 PDT)

Christian Gomez

DEFENDANT: Michael Taylor Construction, LLC

Dated: 9/28/2026

By: _____

Its: ASH KNOWLTON

EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Christian Gomez v. Michael Taylor Construction, LLC et al.
Superior Court of the State of California, Madera County
Case No. MCV100436

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Michael Taylor Construction, LLC's ("MTC" or "Defendant") records show you are what is called a "Settlement Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Settlement Class Members are all current and former employees of MTC who have worked at least one shift for MTC in California from December 12, 2021 to June 26, 2026.

On December 14, 2026, the Honorable Michael Jurkovich of the Superior Court of California for the County of Madera granted preliminary approval of this Class Action Settlement and ordered that all Settlement Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Settlement Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement**, which is estimated to be <<estAmount>>.**[1]]

IF YOU STILL WORK FOR MTC, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Settlement Class Member or otherwise targeting, retaliating, or discriminating against

[1] By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the net settlement amount and the PAGA Settlement Members receive 35% of the net settlement (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). You worked <<**PayPeriods**>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**PayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is **<<CheckAmount>>.**

any Settlement Class Member because of the Settlement Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www._____.

What Is This Case About?

Christian Gomez is a former employee of Michael Taylor Construction, LLC ("MTC" or "Defendant"). Mr. Gomez is the "Plaintiff" in this case and is suing Defendant on behalf of himself and all individuals similarly situated. Plaintiff sued Defendant, alleging it: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to authorize meal periods or premium pay in lieu thereof; (4) failed to provide rest periods or premium pay in lieu thereof; (5) failed to provide and maintain accurate records; (6) failed to pay wages when due; (7) failed to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (9) engaged in Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

Defendant denies the allegations or wrongdoing alleged by Plaintiff this case, and denies that any of its practices at issue in this lawsuit were or are unlawful. Defendant asserts that the Plaintiff and Settlement Class Members were properly compensated at all times during the Class Period. Defendant further asserts that MTC has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On September 28, 2026, the Parties negotiated a settlement on behalf of themselves and the Settlement Class Members. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 44 of the Superior Court of California for the County of Madera.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Navid Barahmand
BARAHMAND LAW GROUP
(818) 574-3355
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Settlement Class Members for $300,000.00 ("Gross Settlement Amount").

The Gross Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a $10,000 service payment to the Representative Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs; (4) $19,500 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of the $30,000 allocated to PAGA penalties); (5) $10,500 to alleged PAGA Aggrieved Employees (or 35% of the $30,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to $100,000.00 in attorneys' fees and up to $20,000 in litigation costs to Class Counsel.

After deducting the service payment to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately [$_____] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by MTC *outside* of the Gross Settlement Amount.

Plan of Distribution to Settlement Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount by allocating seventy (70%) of the Net Settlement Amount to Participating Class Members identified by Defendant as not having executed arbitration agreements and thirty percent (30%) of the Net Settlement Amount to Participating Class Members identified by Defendant as having executed arbitration agreements. Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control.[2] Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement.

b. Participating Class Member's Workweeks shall be divided by the total Workweeks, resulting in that Participating Class Member's Payment Ratio.

c. Each Participating Class Member's Payment Ratio shall then be multiplied by the Net Settlement Amount to determine the Participating Class Member's Individual Settlement Payment.

[2] Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

d. The Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. An Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

e. According to Defendant's records, you worked ____ Workweeks during the Class Period. Accordingly, your estimated payment is approximately $_____.

If you believe the information provided above regarding the number of Workweeks attributed to you during the Class Period is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Christian Gomez v. Michael Taylor Construction, LLC. et al.* Settlement Administrator, c/o _____ no later than 45 days after the date this Notice of Class Action Settlement was mailed to you.[3]

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Settlement Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Settlement Class Members and Aggrieved Employees receive under the Settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, one-third (1/3) of each Individual Settlement Payment will be allocated to alleged unpaid wages and one-thirds (1/3) will be allocated as alleged unpaid civil penalties and one-third (1/3) will be allocated as interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA

[3] Unless the 45th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the Released Parties for the Release Period.

The Released Claims are defined as:

> All claims that were alleged in, or could reasonably have been alleged based on the facts set forth in, the First Amended Class Complaint. The Released Claims shall be released through the Release Period. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

The Released PAGA Claims include:

> The claim for civil penalties under PAGA asserted in the LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.
>
> No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release regardless of whether they cash their Individual PAGA Payment. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

"Released Parties" means Defendant Michael Taylor Construction, LLC, and its current and former parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.

The "Release Period" is the period from December 12, 2021 through June 26, 2026. The "PAGA Release Period" is the period from December 4, 2024 through June 26, 2026.

Option 2 – *Opt-Out of the Settlement*

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to op-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than _____. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *CHRISTIAN GOMEZ V. MICHAEL TAYLOR CONSTRUCTION, LLC, ET. AL.* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Christian Gomez et al. v. Michael Taylor Construction, LLC, et. al Settlement Administrator
c/o _____
_____
_____
Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [45 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Settlement Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA[4]; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – *File an Objection to the Settlement*

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by MTC in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Christian Gomez et al. v. Michael Taylor Construction, LLC, et. al.,* Madera County Case Number No. MCV100436.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____, in Department 44 of the Superior Court of California for the County of Madera located at 200 S G St, Madera, CA 93637 and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of

[4] By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

the Settlement in the same way as Settlement Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Madera, during regular business hours of each court day.

All questions by Settlement Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www._____.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Challenge Form

Christian Gomez v. Michael Taylor Construction, LLC, et al.
Superior Court of the State of California, Madera County
Case No. MCV100436

For all persons who worked at least one shift as a non-exempt employee of Defendant Michael Taylor Construction, LLC ("Defendant") in the State of California from December 12, 2021 to June 26, 2026 ("Class Period").

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at $_____. [[Your total Individual PAGA Payment is currently estimated at $_____.]] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval ("Notice"), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be $_____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members' Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. "Workweeks" means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant' records show that during the Class Period, you worked a total of _____ Workweeks. [[Defendant' records show that during the PAGA Period you worked a total of _____ Pay Periods.]] Defendant's records further indicate that you [were / were not] identified as having executed an arbitration agreement for purposes of this Settlement, and your estimated Individual Settlement Payment was calculated using the allocation applicable to that group.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period, the total number of Pay Periods during the PAGA Period (listed above), and whether Defendant correctly identified you as having or not having executed an arbitration agreement are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD , THE NUMBER OF PAY PERIODS DURING THE PAGA PERIOD, OR WHETHER DEFENDANT CORRECTLY IDENTIFIED YOU AS HAVING OR NOT HAVING EXECUTED AN ARBITRATION AGREEMENT FOR PURPOSES OF THIS SETTLEMENT, THE CHALLENGE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this portion of the Challenge Form if the information regarding your Workweeks, Pay Periods, and arbitration agreement status is accurate.

2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.

3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the applicable box(es) below ONLY if you wish to challenge (1) the total number of your Workweeks during the Class Period, (2) the total number of your Pay Periods during the PAGA Period, and/or (3) Defendant's determination regarding whether you executed an arbitration agreement for purposes of this Settlement. All fields applicable to your challenge must be completed for your challenge to be accepted.

☐ I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant' records and determine the validity of my challenge.

_____
Signature

Name of Class Member _____ **[preprinted]**

Class Member ID Number (from address label): _____ **[preprinted]**

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is:_____

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is:_____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

_____

_____

_____

_____

☐ I wish to challenge Defendant's determination regarding whether I executed an arbitration agreement for purposes of this Settlement. I believe Defendant should have identified me as (check one):

☐ Having executed an arbitration agreement.

☐ Not having executed an arbitration agreement.

I have included a written statement explaining why I believe Defendant's determination is incorrect. I have also included information and/or documentary evidence supporting my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

The following is a statement of the reasons for my challenge and any documentation supporting my position:

_____

_____

_____

_____

[Attach documentation and use separate page(s) as necessary]

Mail to: insert address

EXHIBIT B

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Attorneys for Plaintiff Christian Gomez
and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Christian Gomez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Michael Taylor Construction, LLC, a California Limited Liability Company; and **Does 1-10**, inclusive;

Defendants.

CASE NO. MCV100436

[Assigned for all purposes to the Hon. Michael Jurkovich, Dept. 44]

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS ACTION SETTLEMENT

Date: December 14, 2026
Time: 8:30 a.m.
Dept.: 44

Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this Class and Representative action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on December 14, 2026.

Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, Case No. MCV100436, entitled *Christian Gomez v. Michael Taylor Construction, LLC et al.* (the "Action"), and good cause appearing, the Court finds that:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. To the extent defined in the Stipulation, incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the Settlement Class.

3. The Settlement Class is defined as follows: "*All current and former non-exempt employees who have worked at least one shift for Defendant in California at any time from December 12, 2021 to June 26, 2026.*"

4. The Court has determined that the Settlement Class Notice fully and accurately informs all persons in the Settlement Class of all material elements of the proposed Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Settlement Class Members. The Settlement Class Notice is attached as **Exhibit A** and incorporated by reference.

5. The Court hereby grants preliminary approval of the Settlement and Stipulation as fair, reasonable, and adequate in all respects to the Settlement Class Members, and orders the parties to consummate the Settlement in accordance with the terms of the Stipulation, including the terms and procedures for Settlement Class Members to object or request exclusion to the Settlement.

6. The plan of distribution as set forth in the Stipulation providing for the distribution of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair, reasonable, and adequate.

7. The Court preliminarily appoints as Class Counsel Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite 2034, Calabasas, California 91302.

8. The Court preliminarily approves the payment of attorneys' fees in the amount of $100,000.00[1] (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid from the Maximum Settlement Amount.

9. The Court preliminarily approves the payment of incurred reasonable costs in an amount not to exceed $20,000.00 to Class Counsel, which shall be paid from the Maximum Settlement Amount as defined in the parties' Stipulation.

10. The Court preliminarily approves a payment in the amount of $30,000.00 of the settlement amount to be allocated to PAGA, of which $19,500.00 will be paid to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of $30,000.00), and $10,500 to the alleged Aggrieved Employees (or 35% of $30,000.00), which shall be paid from the Maximum Settlement Amount.

11. The Court preliminarily approves the payment of incurred reasonable claims administration costs to the Settlement Administrator, in an amount not to exceed $15,000, which shall be paid from the Maximum Settlement Amount.

12. The Court preliminarily approves an enhancement award to the Class Representative, Christian Gomez, in the amount of up to $10,000.00, which amount shall be paid from the Maximum Settlement Amount.

13. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in

[1] For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the Escalator Provision of the Parties' stipulation shall apply to Class Counsel's fees such that they shall be equal to one-third of the amount of the escalated Maximum Settlement.

accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

15. The Court orders the following Implementation Schedule[2] for further proceedings:

a.	Deadline for Defendant to submit Settlement Class Member data to the Settlement Administrator	_____ *[5 calendar days after entry of the Court's Order Granting Preliminary Approval].*
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Settlement Class Members	_____ *[5 calendar days following the Settlement Administrator's receipt of Class data]*
c.	Deadline for Settlement Class Members to postmark Requests for Exclusion from the Settlement	_____ *[30 calendar days after the Settlement Administrator mails the Notice]*
d.	Deadline for Settlement Class Members to submit objections to the Settlement	_____ *[30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]*
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ *[30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval Hearing]*
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ *[16 Court days prior to the Final Settlement Approval Hearing]*
g.	**Final Settlement Approval Hearing**	**_____, 2027 at _____ a.m./p.m.**
h.	Settlement Administrator to Provide an Accounting of Funds	_____*[5 calendar days following the Effective Date of the Settlement]*
i.	Deadline for Defendant to deposit the first installment of the Maximum Settlement Amount in the amount of $150,000.00 with the Settlement Administrator.	_____ [*10 calendar days following the Court's entry of the Order Granting Final Approval of the Settlement*]
j.	Deadline for Defendant to deposit	_____ [*6 Months after the first installment payment*

[2] If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

	the second and final installment of the Maximum Settlement Amount in the amount of $150,000.00 with the Settlement Administrator.	*is deposited, but in no event earlier than January 15, 2028*]
k.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [*5 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount*]
l.	Compliance Hearing	_____ [*360 calendar days following Effective Date of the Settlement*]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

_____

Hon. Michael Jurkovich
Madera County Superior Court Judge

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Christian Gomez, individually and on behalf of all similarly situated individuals, Plaintiff, vs. **Michael Taylor Construction, LLC**, a California Limited Liability Company; and **Does 1-10**, inclusive; Defendants.	CASE NO. MCV100436 [Assigned for all purposes to the Hon. Michael Jurkovich, Dept. 44] **CLASS ACTION** **[PROPOSED] ORDER FINALLY APPROVING CLASS AND PAGA ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS AND PAGA ACTION SETTLEMENT** Date: _____ [Reserved] Time: _____ Dept.: _____

[PROPOSED] ORDER

Plaintiff's Unopposed Motion for Final Approval of the proposed Settlement of this action on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation") came on for hearing on _____, 2027.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Settlement Class Members (as defined in the Settlement Agreement), and having considered the declaration of the Settlement Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of Settlement is attached to the Declaration of Navid Barahmand in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.[1]

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. The previously certified Settlement Class, as further defined in the Settlement is as follows:

> *"All current and former non-exempt employees who have worked at least one shift for Defendant in California at any time from December 12, 2021 to June 26, 2026."*

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of _____ Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because

[1] The Court previously granted preliminary approval of the Settlement on _____.

in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff is typical of claims of the Settlement Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Settlement Class Members.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive litigation, investigation, and research, and their attorneys were able to reasonably evaluate their respective positions over the course of this litigation.

7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the Settlement Class' claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured significant relief for Settlement Class Members.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court appoints Navid Barahmand of Barahmand Law Group as Class Counsel and finds him to be adequate, experienced, and well-versed in class action litigation.

10. The Court appoints Plaintiff as Class Representative and finds him to be adequate.

11. The Court is satisfied that _____, which functioned as the Settlement Administrator, completed the distribution of Settlement Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Settlement Class Notice informed the Settlement Class Members of the Settlement terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the

Settlement and adequate periods of time to respond and to act were provided by each of these procedures.

12. As part of administration, the Court notes that [___] Settlement Class Members filed written objections to the Settlement as part of this notice process, and [___] Settlement Class Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and [___] Settlement Class Member submitted a request for exclusion. The Settlement Class Member(s) who requested exclusion, specifically _____, will not be bound by the Settlement and will not receive any portion of the Net Settlement Amount, but will be bound by the PAGA Release to the extent they are Aggrieved Employees under the Settlement.

13. The terms of the Settlement Agreement, including the Maximum Settlement Amount of $300,000.00 and the allocation for determining Individual Settlement Payments, are fair, adequate, and reasonable to the Settlement Class and to each Settlement Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

14. The Court further approves the following distributions from the Maximum Settlement Amount, which fall within the ranges stipulated by and through the Settlement Agreement:

a. The $100,000.00 amount, representing one-third of the Maximum Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsels' attorneys' fees is fair and reasonable in light of the benefit obtained for the Settlement Class. Class Counsels' fee request is also supported by its lodestar cross-check, and the Court finds that Class Counsels' time spent on the matter and hourly rates charged by the attorneys who worked on the matter are fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel fees payment to be made in accordance with the Settlement Agreement.

b. The Court awards Class Counsel $_____ in litigation costs, which is an amount which the Court finds to be reflective of the actual and reasonable costs incurred. The Court grants final approval of Class Counsels' litigation expenses payment and orders payment of this amount to be made in accordance with the Settlement Agreement.

c. The $10,000 class representative incentive payment requested to the Named Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders the

payment to be made in accordance with the Settlement Agreement.

d. The amount of $_____ designated for payment to the Settlement Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Settlement Agreement.

e. The Court approves of the $30,000.00 allocation assigned for claims under the Labor Code Private Attorneys General Act of 2004, and orders 65% thereof (*i.e.*, $19,500.00) to be paid to the California Labor and Workforce Development Agency and orders 35% thereof (i.e., $10,500.00) to be paid to alleged Aggrieved Employees in accordance with the terms of the Settlement Agreement.

15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

16. All Participating Class Members shall be bound by the Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

17. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

18. Plaintiff shall file with the Court a report regarding the status of distribution no later than fifty (50) days after all funds have been distributed.

19. All checks mailed to the Settlement Class Members must be cashed within 180 days of issuance and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Checks that remain uncashed after the Void Date shall be sent to the California State's Unclaimed Wages Fund.

20. No later than 10 days from this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this Order and Final Judgment on its website assigned to this matter.

21. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

22. This Final Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves all claims released by the Settlement Agreement against Defendant.

23. The Court hereby sets a hearing date of _____, 202_ at _____ for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report regarding the status of distribution at least five days before the hearing and not more than 21 days after the Void Date.[2] Class Counsel shall also file with the report a proposed amended judgment that complies with C.C.P. § 384.5.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

_____
Hon. Michael Jurkovich
Madera County Superior Court Judge

[2] The report shall be in the form of a declaration from the Settlement Administrator and shall describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

EXHIBIT 2

BARAHMAND LAW GROUP
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Calabasas, California 91302
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www.BarahmandLaw.com

December 4, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY
1515 Clay Street, Suite 801
Oakland, California 94612

Copy Sent Certified Mail to:

Brent Michael McCaffrey – Agent for Service of Process
MICHAEL TAYLOR CONSTRUCTION LLC
7020 North Van Ness Boulevard
Fresno, California 93711
Tracking: 9589 0710 5270 3239 0911 29

***Re*: Private Attorneys General Act ("PAGA") Notice Letter of Christian Gomez on Behalf of Himself and Aggrieved Employees Under California Labor Code Section 2699.3**

Dear Sir/Madam:

We represent Christian Gomez against Defendant Michael Taylor Construction, LLC ("Michael Taylor" or "Defendants") in a lawsuit soon to be filed against Defendant in Fresno County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq*. that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq*.

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5; (6) failing to pay wages when due; (7) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802 due to Defendant's practices and policies.

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP



NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Complaint

EXHIBIT A

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Attorneys for Plaintiff and Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

Christian Gomez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Michael Taylor Construction, LLC, a California Limited Liability Company; and Does 1-10, inclusive;

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1) **Failure to Pay Minimum Wages;**
2) **Failure to Pay Overtime Wages;**
3) **Failure to Provide Meal Periods;**
4) **Failure to Provide Rest Periods;**
5) **Failure to Provide and Maintain Complete and Accurate Wage Statements;**
6) **Failure to Pay Wages When Due;**
7) **Failure to Reimburse Necessary Business Expenses;**
8) **Violation of California Business & Professions Code §§ 17200, et seq.**

Jury Trial Requested

DRAFT

Plaintiff hereby brings this action on behalf of himself and all other similarly situated current and former employees, by and through his counsel of record, alleges as follows:

PARTIES

1. At all relevant times for this Complaint, Plaintiff **Christian Gomez**, ("Plaintiff") is a resident of Fresno County, California. Plaintiff began his employment in or around April 2025 to on or around October 17, 2025 where he worked as a Maintenance Technician. Plaintiff was subject to the policies and practices described in this complaint at all times during his employment at Defendants.

2. Defendant **Michael Taylor Construction, LLC** ("Michael Taylor") is a California Limited Liability Company with a principal place of business of 7020 North Van Ness Blvd, Fresno, California 93711. On information and belief, employs at least 50 hourly, non-exempt employees.

3. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10 (collectively "Defendants" with Defendant Michael Taylor). Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

4. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship, and/or the conduct of every Defendant was ratified by each other Defendant.

VENUE AND JURISDICTION

5. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and the Business & Professions Code. Because putative class members were employed by Defendants, the policies and practices complained of herein were implemented in Fresno County, and Defendants transact business within Fresno County, Defendant is within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent

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jurisdiction.

6. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. The unlawful acts alleged have directly affected Plaintiff in Fresno County, where Plaintiff provided services for Defendants and where he was injured by their failure to comply with the Labor Code mandates discussed in this Complaint. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

7. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.

8. Defendants have consistently denied their non-exempt employees the opportunities to take compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and belief, Class Members, including Plaintiff, were required to interrupt their meal periods to conduct maintenance, otherwise interrupt or cut short their meal periods, or remain on duty and under Defendants' control during their meal periods to perform other tasks at Defendants' directions due to Defendants' policies and practices.

9. In the same manner, and as a matter of uniform and systemic policy, Defendant requires non-exempt employees to continue working during their rest periods or otherwise interrupting or cut short their rest periods, or remain on duty and under Defendants' control during their rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

10. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

11. Moreover, Defendants employed a policy and practice in which they instructed employees to not to record their actual start and stop times for payroll purposes but to round their time to their *scheduled* start and stop times. For example, if an employee was scheduled to start work at 9:00am and arrived or started work at 8:55am they were required to clock in as if they arrived at work at 9:00am.

DRAFT

BARAHMAND LAW GROUP

Upon information and belief, this rounding policy resulted in the systemic underpayment of wages over time and in the aggregate earned by Plaintiff and Aggrieved Employees in violation of California law and depriving them of minimum wages and overtime compensation for all hours worked.

12. As a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break, for purposes of scheduling and re-scheduling future work, being assigned tasks, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

13. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff, or Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked, including the unpaid premium payments owed to the Class for their missed meal and rest breaks.

14. Plaintiff therefore brings this action on behalf of himself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

15. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

16. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 50 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

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17. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

18. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands his obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

19. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of required minimum and overtime wages;

b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required minimum and overtime wages;

c. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

d. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

e. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

f. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

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g. Whether Defendants have a common policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

h. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

i. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

j. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;

k. Whether Defendants has a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;

l. Whether Defendants unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;

m. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

n. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., by violating the above provisions of law.

20. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go

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unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing notice to members of the Class identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

21. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

22. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." See, e.g., *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); see also Code Regs. tit. 8, § 11070 (""Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.").

23. Defendants consistently and as a matter of common policy and practice failed to pay Class Members at least minimum wages for all hours worked. Additionally, Defendants' time policies were not fair and neural on their face because Defendants' policies and practices subjected employees to discipline for showing up late to the start of their shift or after a break but not for arriving early, thus penalizing employees when rounding worked to their favor but not when it worked against them.

24. Furthermore, Defendants required its non-exempt employees to work through their legally mandated meal and/or rest period or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices. Accordingly, Defendants failed to pay Plaintiff or Class Members for all hours worked where they were under the control of Defendants.

25. As a result of Defendants' failure and refusal to comply with California law, Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive

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relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

26. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

27. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

28. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

29. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week due to the off-the-clock work and rounding identified above.

30. As Class Members sometimes worked shifts of more than eight hours a day or forty hours a week, this off-the-clock work should have been adequately compensated at their appropriate overtime rate of pay.

31. Defendants knew or should have known that Plaintiff and Class Members did not receive overtime compensation. Because Plaintiff and Class Members sometimes worked shifts of more than eight hours a day or forty hours a week, they should have been adequately compensated at their appropriate overtime rate of pay. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages.

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32. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

33. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Meal Period Violations

(Plaintiff and Class Against Defendants)

34. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

35. At all times relevant to this complaint, Defendants knew they were obligated to provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes."

36. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

37. Defendants' policies and practices served to deprive the Class of a full 30-minute break period free of employer control or relieved of all duties. Upon information and belief, employees were required to skip breaks, take breaks after the fifth hour of work, work through them or remain under Defendant's control during breaks due to Defendants' policies and practices.

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38. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result of Defendants' formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

39. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required meal period was not provided.

FOURTH CAUSE OF ACTION

Labor Code §§ 226.7 and 1198

Failure to Provide Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

40. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

41. At all times relevant to this complaint, Defendants knew they were obligated to provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

42. Labor Code § 226.7 provides:

> (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
>
> (b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

43. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No. 1. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest." *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

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44. Employees must also be free to leave the employer's premises during their rest period. *See id.* at 270 ("In the context of a 10-minute break that employers must provide during the work period, a broad and intrusive degree of control exists when an employer requires employees to remain on call and respond during breaks. An employee on call cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time."); *see also* Department of Industrial Relations, "Rest Periods," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

45. Defendants failed to authorize or permit all required compliant paid rest periods for shifts between 3.5 and ten hours, or subjected employees to interrupted or shortened rest periods.

46. As a direct and proximate result of Defendants' willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

47. Pursuant to Wage Order No. 4 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that their actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

FIFTH CAUSE OF ACTION

Labor Code §§ 226. 226.3, and 1174

Failure to Provide Complete and Accurate Wage Statements

(Plaintiff and Class Against Defendants)

48. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

49. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the

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inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

50. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Class Members' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked and/or pay all required overtime rates further left the wage statements they provided to employees to be inaccurate.

51. Defendants have also failed to keep accurate payroll records for Plaintiff and Class Members in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Class Members' ability to calculate unpaid wages earned.

52. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed. These damages include, but are not limited to, costs incurred calculating the correct net wages for each pay period and the amount of employment taxes that were not paid to state and federal tax authorities.

53. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty ($50) dollars for the initial violation and one hundred ($100) dollars for each subsequent violation, up to $4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendant's compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

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SIXTH CAUSE OF ACTION

Labor Code §§ 201, 202, 203, and 204

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

54. Plaintiff incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

55. Labor Code § 201 provides, in relevant part, that:

> If an employee not having a written contract for a definite period quits her or her employment, her or her wages[1] shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of her or her intention to quit, in which case the employee is entitled to her or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

56. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California facility. Plaintiff's contract of employment did not include a definite term.

57. Labor Code § 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

58. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

59. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay

[1] Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment."

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the overtime wages and meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies.

60. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

61. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

SEVENTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff and Class Against Defendants)

62. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this paragraph, all the allegations of this Complaint.

63. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

64. Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break, scheduling and re-scheduling future work, being assigned tasks, and general administrative

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matters.

65. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

66. Defendants failed to reimburse a reasonable portion of the Class Members' cellphone related expenses despite requiring the use of the device and/or applications that required a data plan. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills."). Defendant further failed to reimburse Plaintiff and the Class Members for the purchase of work-related equipment.

67. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and costs. Lab. Code § 2802.

EIGHTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

68. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this paragraph, all the allegations of this Complaint.

69. Defendant Michael Taylor is a "person" as defined by California Business & Professions Code § 17201, it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

70. Unlawful Business Practices. Defendants' knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

71. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code

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§ 17200, et seq.

72. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

a. Certifying the Class;

b. Appointing Plaintiff as representative of the Class;

c. Appointing Plaintiff's counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and

G. For such other relief as this Court deems just and proper.

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By: _____
Navid Barahmand
Attorneys for Plaintiff

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EXHIBIT 3

Gmail

Navid Barahmand <navid@barahmandlaw.com>

Thank you for your Other Response or Document Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com> Mon, Oct 5, 2026 at 12:22 PM
To: navid@barahmandlaw.com

10/05/2026 12:22:30 PM

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

Item submitted: Other Response or Document Submission
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Navid Barahmand (Bar No. 340934)
navid@barahmandlaw.com
BARAHMAND LAW GROUP
23801 Calabasas Road, Suite 2034
Calabasas, California 91302
Tel: (818) 574-3355
Fax: (818) 574-3757
Attorney for Plaintiff Christian Gomez
and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Christian Gomez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Michael Taylor Construction, LLC, a California Limited Liability Company; and **Does 1-10**, inclusive;

Defendants.

CASE NO. MCV100436

[Assigned for all purposes to the Hon. Michael Jurkovich, Dept. 44]

PROOF OF SERVICE

Case Filed: December 12, 2025
Trial Date: None Set

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Navid Barahmand, hereby state that I am over the age of 18 and not a party to this action. I am employed in and a resident of the county where service occurred, and my business address is 23801 Calabasas Road, Suite 2034, Calabasas, California 91302. On October 29, 2026, I caused to be served the following documents described below using the method(s) of service indicated herein:

1. **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
2. **DECLRATIONS OF NAVID BARAHMAND, CHRISTIAN GOMEZ AND, ASH KNOWLTON; AND**
3. **[PROPOSED] ORDER**

These documents have been served on the interested parties in this action addressed as stated below:

MCCORMICK BARSTOW LLP
7647 North Fresno Street
Fresno, California 93720

Attorneys for Defendant:
MICHAEL TAYLOR CONSTRUCTION, LLC
Christina.Cusimano@mccormickbarstow.com
Dora.Dong@mccormickbarstow.com

[X] BY ELECTRONIC MAIL: Pursuant to CCP § 1010.6 which allows for electronic service of documents, I caused the documents described above to be sent to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

LABOR & WORKFORCE DEVELOPMENT AGENCY

[X] BY ELECTRONIC SERVICE: These documents have been electronically served on the LWDA by submitting the documents to the LWDA via its online submission portal located at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html.

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

Executed on October 29, 2026 in Los Angeles, California.

Navid Barahmand

EXHIBIT 5

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	288
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	285
Subtotal Admin Only	**$7,950.00**
Not-to-Exceed Total	**$7,950.00**

For 288 Class Members

Pricing Good for Scope of Estimate Only

July 31, 2026

Case: Christian Gomez v. Michael Taylor Construction, LLC Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Navid Barahmand

Firm: Barahmand Law

Contact Number: (818) 574-3210

Email: navid@barahmandlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **288** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$136.36	1	$136.36
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$135.00	2	$270.00
			$938.36

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.25	288	$72.00
Notice Packet & Opt-Out Form	$1.25	288	$360.00
Estimated Postage (up to 2 oz.)*	$0.79	288	$227.52
Static Website	$250.00	1	$250.00
Language Traslation	$1,000.00	1	$1,000.00
		Total	**$2,284.52**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$2.50	14	$36.00
Remail Notice Packets	$1.25	14	$18.00
Estimated Postage	$0.79	14	$11.38
Programming Undeliverables	$50.00	2	$100.00
		Total	**$275.38**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Non Opt-Out Processing	$125.00	1	$125.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$560.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	1	$125.00
Disbursement Review	$125.00	1	$125.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$85.00	2	$170.00
Check Run Setup & Printing	$125.00	3	$375.00
2 Mail Class Checks *	$1.00	285	$285.12
Estimated Postage	$0.79	285	$225.24
		Total	**$1,400.36**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	14	$21.38
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$125.00	2	$250.00
Case Manager Conclusion	$75.00	2	$150.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,150.00	1	$1,150.00
		Total	**$2,491.38**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: **$7,950.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.