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Attorneys for Plaintiff
EDILFONSO VILLA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

EDILFONSO VILLA, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

SOMMERCAL CONCRETE, INC, a
California corporation, and DOES 1 through
10.

Defendants.

Case No. 23CV002850

CLASS ACTION

**NOTICE OF MOTION AND MOTION OF
PLAINTIFF FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: February 21, 2025

Time: 9:00 a.m.

Dept: 22

Reservation No. A-02850-002

Please take notice that on February 21, 2025 at 9:00 a.m., or as soon thereafter as counsel may be heard, in Department 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California, plaintiff Edilfonso Villa (“Plaintiff”) will and hereby does move for an order granting preliminary approval of the class action settlement (the “Settlement”) reached with defendant Sommercial Concrete, Inc. (“Defendant”).

Specifically, Plaintiff moves for an order providing that:

1. The Court preliminary finds that all the requirements for class certification are satisfied

1 with respect to, and preliminary certifies for settlement purposes, a Settlement Class defined as “all
2 persons who worked for Defendant in California as a non-exempt employee at any time between June
3 6, 2019 and December 15, 2024.”

4 2. The Court preliminarily approves the Settlement as fair, adequate and reasonable and in
5 the best interests of class members.

6 3. The Court finds that the manner for providing class members notice of the Settlement
7 comports with Rule 3.766 of the California Rules of Court and the requirements of due process.

8 4. The Court appoints Plaintiff as class representative of the Settlement Class for the
9 purposes of Settlement.

10 5. The Court appoints Gregory N. Karasik of Karasik Law Firm and Sahag Majarian, II of
11 Majarian Law Group, APC as counsel for the Settlement Class for the purposes of settlement.

12 6. The Court appoints Simpluris as the Settlement Administrator.

13 7. The Court approves the form and content of the proposed Notice attached to the
14 Settlement as Exhibit A and attached hereto as Exhibit 1, the contents of which are hereby incorporated
15 by reference.

16 8. The Court directs mailing by the Settlement Administrator of the Notice by first class
17 mail to the class members in accordance with the Settlement.

18 9. The Court orders that, in accordance with the Settlement, class members shall have 60
19 days after mailing of the Notice to make objections to the Settlement or request exclusion from the
20 Settlement.

21 10. The Court orders that, in accordance with the Settlement, any class member who
22 submits a valid and timely request to be excluded from the Settlement shall no longer be a member of
23 the class; shall be barred from participating in the Settlement as a class member; shall have no right to
24 object to the Settlement; and shall receive no benefit from the Settlement as a class member except for
25 receipt of his or her share of amounts allocated to PAGA Employees for civil penalties under the
26 Private Attorneys General Act.

27 11. The Court sets a date for the Final Fairness Hearing at which Plaintiff’s motion for final
28 approval of the Settlement will be heard 9:00 a.m. in Department 22, with briefing of Plaintiff’s final

1 approval motion papers to be in conformity with Section 1005 of the Code of Civil Procedure.

2
3 Plaintiff's motion is made pursuant to Section 382 of the Code of Civil Procedure and Rule
4 3.769 of the California Rules of Court on the grounds that the Settlement is fair and reasonable; the
5 proposed Notice explains the Settlement, the rights of class members under the Settlement and the
6 procedures for class members to follow for exercising their rights under the Settlement; and mailing
7 the Notice to class members by first class mail to their last known home address as provided in the
8 Settlement constitutes a reasonable method of providing notice to class members that comports with
9 the requirements of due process.

10 Plaintiff's motion is based on this Notice; the accompanying Stipulation re Class Action
11 Settlement and Release of Claims, Memorandum of Points and Authorities and declarations of Gregory
12 N. Karasik, Sahag Majarian, Edilfonso Villa, and Eric Springer; all pleadings and papers on file herein;
13 and upon such oral argument or other matters that may be considered by the Court.

14
15 Dated: January 24, 2025

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

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17 By *s/ Gregory N. Karasik*
18 Gregory N. Karasik
19 Attorneys for Plaintiff
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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Villa v. Sommercal Concrete, Inc.
Sacramento County Superior Court Case No. 23CV002850

This Notice provides important information about a proposed settlement in the above-referenced class action lawsuit (the "Action" or "Lawsuit") and your rights to participate in or exclude yourself from the settlement. The Action was brought by Edilfonso Villa ("Plaintiff") against Sommercal Concrete, Inc. ("Defendant").

A. Summary Of Plaintiff's Claims

Plaintiff asserts class action claims and claims for civil penalties under PAGA against Defendant on behalf of non-exempt employees who perform concrete related construction work at job sites ("Concrete Workers"). Plaintiff contends that Defendant fails to provide Concrete Workers with legally compliant meal periods; Defendant fails to provide Concrete Workers with rest periods; and Defendant fails to pay wages to Concrete Workers for all hours worked; which results in Defendant failing to pay Concrete Workers all the minimum wages, overtime wages, and premium wages owed to them, Defendant failing to provide Concrete Workers with accurate wage statements and Defendant failing to pay Concrete Workers whose employment ends all the wages owed to them upon the termination of their employment. Plaintiff also contends that Defendant fails to pay Concrete Workers whose employment ends their final wages timely upon termination and Defendant fails to reimburse Concrete Workers, who must buy at their own expense tools, gloves and special work clothing needed for performing concrete related construction work, for all their necessarily incurred business expenses. Plaintiff seeks to recover unpaid wages, penalties, interest, costs of suit and attorneys' fees.

Defendant denies all of the allegations against it in the Action, maintains that it complied with all labor laws, and contends that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. The Court has not decided whether or not Defendant violated any laws or whether any person is entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [date], the Sacramento County Superior Court (the "Court") preliminarily approved a settlement of the Lawsuit (the "Settlement") on behalf of the Settlement Class. The Settlement Class is comprised of all persons who worked as a non-exempt employee for Defendant in California between June 6, 2019 and December 15, 2024 (the "Class Period"). There are approximately 550 persons in the Settlement Class. The Settlement also resolves claims for civil penalties under PAGA asserted by Plaintiff on behalf of PAGA Employees, who are persons who worked as a non-exempt employee for Defendant in California between June 6, 2022 and December 15, 2024 (the "PAGA Period"). There are approximately 250 PAGA Employees.

Because you are a member of the Settlement Class, you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the Settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000) in exchange for a release of the claims asserted in the Action. Payments to be made from the Gross Settlement Amount include: 1) the cost of settlement administration (not to exceed \$8,000; 2) the amount of attorney's fees (not to exceed \$250,000) and litigation costs (not to exceed \$8,000) awarded to Class Counsel; 3) the amount of a Service Payment awarded to Plaintiff (not to exceed \$8,500); 4) payment of \$15,000 to the Labor and Workforce Development Agency; 5) settlement benefits to class members who do not exclude themselves from the Settlement; and 6) payment of PAGA Payments in the total amount of \$5,000 to PAGA Employees. It is estimated that, after deducting the above expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately \$455,500.

The Net Settlement Amount will be distributed to members of the Settlement Class on a pro rata basis based on the number of workweeks worked for Defendant during the Class Period. It is estimated that, on average, each member of the Settlement Class will receive the gross amount (the amount before applicable tax deductions) of approximately \$828.

PAGA Payments in the total amount of \$5,000 will be distributed to PAGA Employees on a pro rata basis based on the number of workweeks worked for Defendant during the PAGA Period. It is estimated that, on average, each PAGA Employee will receive approximately \$20 (in addition to the amount they receive from the Net Settlement Amount as a Class Member).

D. What Your Options Are

1. Participate in the Settlement

To receive your share of settlement benefits as a Class Member, you need not do anything. As long as you do not exclude yourself from the Settlement, you will receive a share of settlement benefits as a Class Member from the Net Settlement Amount following final approval of the Settlement.

Based on the records of Defendant, you worked for [number] workweeks during the Class Period. Based on the number of your workweeks, your estimated gross payment (before tax deductions) as a Class Member is \$_____. Depending on the Court's Final Approval Order and the number of class members who participate in the Settlement (i.e., who do not opt-out), the actual amount you will receive as a Class Member from the Net Settlement Amount if the Court grants final approval of the settlement may vary from the above estimated amount.

If you dispute the number[s] of your workweeks, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks. Such information must be sent by [date] by regular mail, email or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. If you dispute the number of workweeks, the Settlement Administrator will make a final determination about the correct number of workweeks and will inform you of its final decision.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payments to the address it has on

file for you. So, if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by mailing, emailing it or faxing it to [insert name and contact information for Settlement Administrator]. You may also contact Class Counsel and provide him your new address and he will forward it to the Settlement Administrator.

If you do not exclude yourself from the Settlement, you will upon final approval of the Settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted based on the facts alleged in the Action.

2. Object to the Settlement

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [date] by regular mail, email or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. An objection must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, and telephone number, and the last four digits of his or her Social Security number; (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. If you submit a timely objection, the Court will make a ruling on the merits of the objection at the Final Fairness Hearing described below.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the Settlement, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail, email or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. A request for exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the settlement.

If you exclude yourself from the Settlement, you will not be entitled to recover any settlement benefits as a Class Member payable from the Net Settlement Amount or object to the Settlement but you will retain the right to bring any claims you have or believe you have against Defendant [except, because you are a PAGA Employee, claims for civil penalties under PAGA that are released by the Settlement]. If you do not exclude yourself from the Settlement, you will upon final approval of the settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted against Defendant based on the facts alleged in the Action.

E. Release of Claims

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and have released Defendant and any former and present parent, subsidiary, and affiliated corporations, and their officers,

directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that were pled in the Complaint or could have been pled based on the factual allegations in the Complaint, including but not limited to all claims for unpaid minimum wages, unpaid overtime wages, unpaid premium wages for meal period violations, unpaid premium wages for rest period violations, unpaid reimbursement for business expenses, civil penalties under Labor Code Section 226, statutory penalties under Labor Code Section 203, interest, costs and attorney's fees. This release of claims does not include the release by PAGA Employees of any claims for civil penalties under PAGA, which applies to all PAGA Employees whether or not they request exclusion from the Settlement as Class Members.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2025 at 9:00 a.m. in Department 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California. At the Final Fairness Hearing, the Court will decide whether to grant final approval to the Settlement. At the Final Fairness Hearing the Court will also decide the amounts of attorney's fees, litigation costs, and the service payment to award. You have the right to appear at the Final Fairness Hearing and address the Court. If you desire to appear at the Final Fairness Hearing, you can appear remotely via the Department's zoom link or phone number, which are as follows:

Zoom link: <https://sacocourt-ca-gov-zoomgov.com/jmy/ssdept22>

Phone: (833) 568-8864 ID no. 16184738886

You also have the right to retain an attorney, at your own expense, to speak on your behalf.

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can view settlement related documents at the Settlement Administrator's website www.simpluris.com/case-search/. You can also contact the attorneys for the Settlement Class at the address, email or telephone number listed below or any other advisor of your choice.

Gregory N. Karasik
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Pacific Palisades, CA

You can also view and obtain copies of lawsuit related documents in the Court's file by visiting the Court's website at www.saccourt.ca.gov or going to the courthouse located at 720 9th Street, Sacramento, California.