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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

**STIPULATION RE CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

Date: February 21, 2025

Time: 9:00 a.m.

Dept: 22

Reservation No. A-02850-002

Plaintiff Edilfonso Villa ("Plaintiff") and defendant Sommercial Concrete, Inc. ("Defendant")
hereby enter the following Stipulation re Class Action Settlement and Release of Claims.

STIPULATION

A. DEFINITIONS

1. "Action" means the civil action pending in the Superior Court of the State of California,
County of Sacramento, titled *Edilfonso Villa v. Sommercial Concrete, Inc.*, Case No. 23CV002850.

2. "Class Counsel" means Gregory N. Karasik with Karasik Law Firm, and Sahag
Majarian, II and Garen Majarian with Majarian Law Group, APC.

3. "Class Members" and "Settlement Class" means all persons who worked for Defendant

1 in California as a non-exempt employee at any time between June 6, 2019, and December 15, 2024.

2 4. "Class Period" and "Class Release Period" means from June 6, 2019, to December 15,
3 2024.

4 5. "Class Representative" and "Plaintiff" mean Edilfonso Villa.

5 6. "Court" means the Superior Court of the State of California, County of Sacramento.

6 7. "Defendant" means Sommercal Concrete, Inc.

7 8. The "Effective Date" means the latest of the following: (a) if no Class Members objects
8 to the Settlement, or all objections to the Settlement by Class Members are withdrawn before the Court
9 rules on Plaintiff's motion for final approval of the Settlement, the date the Court grants final approval
10 of the Settlement; (b) if a Class Member objects to the Settlement, the date for giving timely notice of
11 an intent to file a motion to vacate the judgment granting final approval to the Settlement has passed
12 without a timely notice of intent to file a motion to vacate the judgment having been given; (c) if a
13 Class Member objects to the Settlement and gives timely notice of an intent to file a motion to vacate
14 the judgment granting final approval to the Settlement, the latest of the following: i) the last day for a
15 motion to vacate the judgment granting final approval to the Settlement to be heard in a timely manner
16 without the motion having been yet heard; ii) if a timely heard motion to vacate the judgment granting
17 final approval to the Settlement is denied, the latest of the following: (A) the date for seeking appellate
18 review of the Court's denial of the motion to vacate the judgment has passed without a timely appeal;
19 (B) the date a timely appeal from the Court's denial of the motion to vacate the judgment is voluntarily
20 dismissed; or (C) the date the California Court of Appeals or the California Supreme Court has
21 rendered a final ruling on a Class Member's appeal from the Court's order denying a motion to vacate
22 the judgment which affirms the Court's final approval of the Settlement without material modification;
23 iii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is granted,
24 the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on
25 Plaintiff's appeal from the Court's order granting a motion to vacate the judgment which reverses the
26 Court's order vacating the judgment and affirms the Court's final approval of the Settlement without
27 material modification.

28 9. "Gross Settlement Amount" means the amount of Seven Hundred Fifty Thousand

Dollars (\$750,000) to be paid by Defendant pursuant to this Settlement, for and out of which will be paid the following: 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 Service Payment (not to exceed \$8,500) awarded to Plaintiff; 4) payment to the Labor and Workforce Development Agency ("LWDA") of \$15,000; 5) payment of 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. The Gross Settlement Amount does not include the Defendant's share of payroll taxes on the portion of settlement payments paid to Class Members from the Net Settlement Amount allocated to wages, which Defendant shall pay separately from the Gross Settlement Amount.

10. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deductions are made for the cost of settlement administration, the amount of attorney's fees and litigation costs awarded to Class Counsel, the amount of Service Payment awarded to Plaintiff, the amount of \$15,000 payable to the LWDA, and the amount of \$5,000 payable to PAGA Employees.

11. "Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members.

12. "PAGA Employees" means all persons who worked for Defendant in California as a non-exempt employee at any time between June 6, 2022, and December 15, 2024.

13. "PAGA Payments" means the total amount of \$5,000 to be distributed to PAGA Employees.

14. "PAGA Period" and "PAGA Release Period" means from June 6, 2022, to December 15, 2024.

15. "Release of Class Claims" means the release of class action claims, upon final approval of the Settlement, by Class Members who do not request exclusion from the Settlement, as set forth in paragraph E.1 below.

16. "Release of PAGA Claims" means the release of PAGA claims, upon final approval of the Settlement, by PAGA Employees as set forth in paragraph E.2 below.

17. "Settlement" or "Agreement" means this *Stipulation re Class Action Settlement and*

1 *Release of Claims.*

2 18. "Settlement Administrator" means Simpluris, who will perform the following duties: (i)
3 conducting address traces to locate Class Members as necessary; (ii) preparing and mailing the Notice
4 of Class Action Settlement; (iii) tracking requests for exclusion; (iv) responding to Class Member
5 inquiries; (v) distributing all payments required by the Settlement; (vi) tax reporting in connection with
6 the Settlement; and (vii) any other duties necessary for administration of the Settlement and
7 customarily performed by settlement administrators.

8 **B. RECITALS**

9 1. Plaintiff asserts class action and PAGA claims against Defendant on behalf of non-
10 exempt employees who perform concrete-related construction work at job sites ("Concrete Workers").
11 Plaintiff makes contentions including but not necessarily limited to that Defendant fails to provide
12 Concrete Workers with legally compliant meal periods; Defendant fails to provide Concrete Workers
13 with rest periods; and Defendant fails to pay wages to Concrete Workers for all hours worked; which
14 results in Defendant failing to pay Concrete Workers all the minimum wages, overtime wages, and
15 premium wages owed to them, Defendant failing to provide Concrete Workers with accurate wage
16 statements and Defendant failing to pay Concrete Workers whose employment ends all the wages owed
17 to them upon the termination of their employment. Plaintiff also contends that Defendant fails to pay
18 Concrete Workers whose employment ends their final wages timely upon termination and Defendant
19 fails to reimburse Concrete Workers, who must buy at their own expense tools, gloves and special
20 work clothing needed for performing concrete related construction work, for all their necessarily
21 incurred business expenses.

22 2. On June 6, 2023, Plaintiff filed the complaint and submitted a notice letter to the LWDA
23 under Labor Code Section 2699.3 as a prerequisite for pursuing his PAGA claims in court. On August
24 4, 2023, the LWDA notified the parties that it intended to investigate Plaintiff's claims, and on October
25 2, 2023, the court ordered the action stayed pending the LWDA's investigation. On March 25, 2024,
26 after the LWDA had given notice that it had completed its investigation and the Court ordered that the
27 stay was lifted, Plaintiff filed a First Amended Complaint that added a cause of action for civil
28 penalties under PAGA.

1 3. Shortly thereafter, the parties agreed to mediate and suspend formal discovery pending
2 mediation. For the purposes of mediation, Defendant provided Plaintiff informally with numerous
3 documents, including payroll registers, time sheets and employee timecards. Defendant also provided
4 Plaintiff with the number of class members and workweeks worked by class members for the time
5 periods corresponding to Plaintiff's claims.

6 4. The parties participated in a full day mediation before mediator Jeffrey Fuchsman on
7 October 14, 2024. After arms-length negotiations between the parties reached an impasse, the
8 mediator made a "mediator's proposal" with respect to the material terms of a settlement, and the
9 parties accepted the mediator's proposal. Thereafter, the parties negotiated additional settlement
10 details and prepared this Agreement.

11 5. Class Counsel have conducted a thorough investigation into the facts of this case,
12 including the reviewing of relevant documents obtained from Defendant and researching the applicable
13 law and potential defenses. Class Counsel also reviewed information provided by Defendant's counsel
14 in connection with mediation discussions. Based on their investigation and evaluation, Class Counsel
15 are of the opinion that the Settlement is fair, reasonable and adequate and is in the best interest of the
16 Class Members considering all known facts and circumstances, including Defendant's defenses.
17 Defendant denies any and all liability for any of the claims and agrees that the Settlement is fair,
18 reasonable and adequate as to the Class Members and PAGA Employees.

19 6. The parties agree that this Agreement is for settlement purposes only and if, for any
20 reason, the Settlement is not approved, the Agreement will be of no force or effect. In such event,
21 nothing in the Agreement shall be used or construed by or against any party as a determination,
22 admission, or concession of any issue of law or fact in the Action; and the parties do not waive, and
23 instead expressly reserve, their respective rights with respect to the prosecution and defense of this
24 action as if this Agreement never existed.

25 **C. TERMS OF SETTLEMENT**

26 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of Seven
27 Hundred Fifty Thousand Dollars (\$750,000) to pay for the following: 1) the cost of settlement
28 administration (not to exceed \$8,000); 2) the amount of attorney's fees (not to exceed \$250,000) and

1 litigation costs (not to exceed \$8 000) awarded to Class Counsel; 3) the amount of Service Payment
2 (not to exceed \$8,500) awarded to Plaintiff; 4) payment to the LWDA of \$15,000; 5) payment of
3 settlement benefits to Class Members who do not exclude themselves from the Settlement; and 6)
4 payment of PAGA Payments in the total amount of \$5,000 to PAGA Employees. The Gross Settlement
5 Amount does not include the employer's share of payroll taxes on the portion of settlement payments
6 paid to Class Members from the Net Settlement Amount allocated to wages, which Defendant shall pay
7 separately from the Gross Settlement Amount.

8 2. Service Payment to Class Representative: Defendant will not oppose Plaintiff's request
9 to the Court for an award of up to Eight Thousand Five Hundred Dollars (\$8,500) for his service as
10 Class Representative ("Service Payment") in addition to any payment he may otherwise receive as a
11 Class Member and PAGA Employee. The Settlement Administrator will issue to Plaintiff a Form 1099
12 for his Service Payment.

13 3. Distribution to Class Members: The Net Settlement Amount shall be distributed to
14 members of the Settlement Class on a pro rata basis based on the number of workweeks worked for
15 Defendant during the Class Period.

16 4. Distribution to PAGA Employees: The amount of \$5,000 shall be distributed to PAGA
17 Employees on a pro rata basis based on the number of workweeks worked for Defendant during the
18 PAGA Period.

19 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary, and the
20 entire Net Settlement Amount shall be distributed to Class Members who do not exclude themselves
21 from the Settlement. In the event settlement checks issued to Class Members or PAGA Employees are
22 not cashed or deposited within 180 days after mailing, the checks shall become null and void and any
23 funds remaining from such uncashed checks shall be donated to Legal Services of Northern California.

24 6. Tax Allocation of Class Member Distributions: Payments of settlement benefits to
25 Class Members from the Net Settlement Amount will be treated as follows: 20% of the settlement
26 payments to members of the Class shall be allocated to wages and 80% shall be allocated to interest
27 and penalties. Payments of PAGA Payments to PAGA Employees shall be allocated 100% to penalties.
28 The Settlement Administrator shall be responsible for issuing Class Members who receive a portion of

1 the Net Settlement Amount a Form W-2 with respect to the portion of settlement benefits allocated to
2 wages. To the extent required by law, the Settlement Administrator shall be responsible for issuing
3 Class Members who receive a portion of the Net Settlement Amount and PAGA Employees a Form
4 1099 with respect to the portion of settlement benefits and/or PAGA Payments allocated to interest
5 and/or penalties.

6 7. Funding and Distribution Dates: Within 7 calendar days after the Effective Date, the
7 Settlement Administrator shall notify Defendant of the total amount of funds needed for making all
8 payments required under the Settlement. Defendant shall remit to the Settlement Administrator the
9 total amount of funds needed for making all payments required under the Settlement no later than the
10 date 30 calendar days after the Effective Date. The Settlement Administrator shall make all payments
11 required under the Settlement as soon as practicable after receipt of the settlement funds from
12 Defendant (but no later than 10 days after receipt of the settlement funds).

13 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

14 1. Within fifteen (15) calendar days following the Court's entry of an Order Granting
15 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator a
16 database or spreadsheet listing the name, last known home address, start and end dates of employment,
17 and social security number for each Class Member and PAGA Employee (the "Class List").

18 2. Within ten (10) calendar days after receiving the Class List from Defendant, the
19 Settlement Administrator shall send a Notice to each Class Member by first class mail in the form
20 attached as Exhibit A. The Notice shall be provided in both English and Spanish.

21 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
22 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
23 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
24 documents. It shall be conclusively presumed that any Notice so mailed and not returned as
25 undeliverable within thirty (30) calendar days of the mailing shall have been received by the Class
26 Member. With respect to any returned Notices, the Settlement Administrator shall use reasonable
27 diligence to obtain a current address and re-mail to such address.

28 4. Class Members shall have sixty (60) calendar days from the initial mailing of the

1 Notice by the Settlement Administrator to request exclusion from the settlement of class action claims
2 by submitting a request in writing to the Settlement Administrator, signed by the Class Member, to be
3 excluded from the Settlement. If a Notice is re-mailed to a new address after being returned to the
4 Settlement Administrator as undeliverable, the deadline for requesting exclusion from the Settlement
5 shall be extended by fifteen (15) calendar days. If any disputes about the validity or timeliness of any
6 request for exclusion arise, the parties shall meet and confer. If the parties cannot resolve the dispute,
7 the Court shall make a final and binding determination as to whether the request for exclusion shall be
8 deemed valid. PAGA Employees may not request exclusion from the settlement of PAGA claims.

9 5. Class Members who submit a timely and valid request for exclusion from the
10 Settlement will not be bound by the Release of Class Action Claims under the Settlement and will not
11 be entitled to receive any settlement benefits payable to Class Members under the Settlement.

12 6. PAGA Employees, whether or not they submit a timely and valid request as Class
13 Members for exclusion from the Settlement, will be bound by the Release of PAGA Claims under the
14 Settlement and will be entitled to receive PAGA Payments under the Settlement.

15 7. Class Members shall have sixty (60) calendar days from the initial mailing of the
16 Notice Packet by the Settlement Administrator to submit any objections to the settlement of class
17 action claims and advise of their desire to appear at the Final Fairness Hearing. If a Notice is re-mailed
18 to a new address after being returned to the Settlement Administrator as undeliverable, the deadline for
19 submitting objections to the Settlement shall be extended by fifteen (15) calendar days. The Class
20 Notice shall include specific instructions to Class Members for submitting objections, which must be
21 sent in writing to the Settlement Administrator.

22 8. Defendant's Option to Terminate Settlement: If after the deadline for Class Members to
23 request exclusion, five percent (5%) or more of the number of Class Members submit timely and valid
24 requests for exclusion from the settlement of class action claims, Defendant shall in its sole discretion
25 have the option to terminate this Settlement. The Settlement Administration must provide Defendant
26 within the number and percentage of valid and timely requests for exclusion no later than 21 calendar
27 days prior to the final approval hearing. If Defendant decides to void the settlement pursuant to this
28 paragraph, then the Settlement shall be void, and neither the Settlement nor any of the related

1 negotiations or proceedings shall be of any force or effect, and the Parties shall stand in the same
2 position, without prejudice, as if this Settlement had been neither entered into or filed with the Court.
3 Defendant shall be responsible for notifying the Settlement Administrator and Plaintiff that it is
4 exercising its option to terminate the Settlement.

5 **E. RELEASE OF CLAIMS**

6 1. Release of Class Action Claims: Each Class Member who does not submit a timely and
7 valid request for exclusion shall, upon the Effective Date, be deemed to have released any and all
8 claims against Defendant and any former and present parent, subsidiary and affiliated corporations,
9 and their officers, directors, employees, partners, shareholders and agents and any other successors,
10 assigns or legal representatives ("Released Parties"), from any and all claims, rights, demands,
11 liabilities and causes of action that Class Members have had, now have or may have in the future
12 against the Released Parties for any acts occurring during the Class Period that were pled in the
13 Complaint or could have been pled based on the factual allegations in the Complaint, including but not
14 limited to all claims for unpaid minimum wages, unpaid overtime wages, unpaid premium wages for
15 meal period violations, unpaid premium wages for rest period violations, unpaid reimbursement for
16 business expenses, civil penalties under Labor Code Section 226, statutory penalties under Labor Code
17 Section 203, interest, costs and attorney's fees.

18 2. Release of PAGA Claims: Each PAGA Employee shall, upon the Effective Date, be
19 deemed to have released any and all claims against Defendant and any former and present parent,
20 subsidiary and affiliated corporations and their officers, directors, employees, partners, shareholders
21 and agents and any other successors, assigns or legal representatives ("Released Parties"), from any
22 and all claims, rights, demands, liabilities and causes of action for civil penalties under PAGA that
23 PAGA Employees have had, now have, or may have in the future against the Released Parties for any
24 acts occurring during the PAGA Period that were pled in the Complaint or could have been pled based
25 on the factual allegations in the Complaint.

26 3. Plaintiff's Individual Release: Plaintiff, individually, also forever, fully and finally
27 releases the Released Parties from any and all claims, known or unknown, suspected or unsuspected,
28 that would be based on acts, omissions or occurrences that took place as of or prior to the date on

1 which Plaintiff signs this Agreement. Plaintiff agrees not to sue, assert claims against, or seek further
2 damages from the Released Parties for or based on the claims or causes of action within the scope of
3 the aforementioned release of claims. With respect to this individual release of claims by Plaintiff
4 only, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
5 permitted by law, the provisions, rights and benefits of Cal. Civil Code § 1542, which states as
6 follows:

7 **A general release does not extend to claims which the creditor or releasing**
8 **party does not know or suspect to exist in his or her favor at the time of**
9 **executing the release and that, if known by him or her, would have materially**
10 **affected his or her settlement with the debtor or released party.**

11 4. Additional Attorney's Fees Released by Class Counsel: In consideration for an award
12 of attorney's fees, expenses and costs in accordance with this Settlement, Class Counsel irrevocably
13 and forever waive any and all claims to any further attorney's fees and costs in connection with the
14 Action.

15 **F. COURT APPROVAL**

16 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary
17 Approval of the Settlement.

18 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
19 Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for
20 Class Members to request exclusion from or make an objection to the Settlement has expired, shall
21 move the Court for the entry of an Order Granting Final Approval of the Settlement.

22 3. This Settlement shall not take effect until the Court has entered an order granting final
23 approval of the Settlement and that order has become final after any objections to the Settlement or any
24 appeals from an order denying a motion to vacate the judgment granting final approval of the
25 Settlement have been resolved. If the Court does not grant final approval of the Settlement, the
26 judgment granting final approval of the Settlement is vacated and the order vacating the judgment is
27 upheld on appeal, or if the Court's final approval of the Settlement is reversed or materially modified
28 on appellate review of an order denying a motion to vacate the judgment, then this Settlement will
become null and void. If that occurs, the parties will have no further obligations under the Settlement,

1 including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that
2 otherwise would have been owed under this Settlement. Further, should this occur, the parties agree
3 they shall be equally responsible for the Settlement Administrator's Administration Costs through that
4 date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for
5 attorney's fees, costs or a Service Payment to Plaintiff, will not constitute a material modification to
6 the Settlement within the meaning of this paragraph.

7 4. Upon final approval of the Settlement, the parties shall present to the Court a proposed
8 Final Approval Order and Judgment, approving the Settlement and entering final judgment in
9 accordance therewith. After entry of final judgment, the Court shall have continuing jurisdiction over
10 the Action for purposes of the following: (1) enforcing this Settlement Agreement; (2) addressing
11 settlement administration matters, and (3) addressing such post-judgment matters as may be
12 appropriate under Court rules and applicable law.

13 5. The parties agree to waive appeals from the Court's order granting final approval of the
14 Settlement with the following exceptions: (1) the parties may appeal if the Court materially modifies
15 the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs or a Service
16 Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of
17 attorney's fees, costs or Service Payment shall not affect the finality of the Settlement in any other
18 regard or delay the payment of settlement benefits to Class Members or the payment of administration
19 costs to the Settlement Administrator. The waiver of appeal does not include any waiver of the right to
20 oppose any appeal, appellate proceeding, or post-judgment proceeding.

21 **G. MISCELLANEOUS**

22 1. The respective signatories to the Settlement represent that they are fully authorized to
23 enter into this Settlement and bind the respective parties to its terms and conditions.

24 2. The parties agree to cooperate fully with each other to accomplish the terms of this
25 Settlement, including but not limited to execution of such documents and to take such other action as
26 may reasonably be necessary to implement the terms of the Settlement. The parties shall use their best
27 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
28 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

3. The parties 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 released and discharged in this Settlement.

4. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant. Each of the parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Settlement is a settlement document and shall be inadmissible in evidence in any proceeding except an action or proceeding to approve, interpret or enforce its terms.

5. This Settlement may be executed in counterparts, and when each party has signed at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and effective as to all Parties.

6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall remain confidential and any remarks about this settlement shall be limited to a statement to the effect that the parties have reached a settlement in principle subject to court approval. This confidentiality clause extends to the parties' use of social media people often use to communicate during their daily lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however, shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about the fact or terms of this Settlement.

IT IS SO AGREED.

Dated: 1/2/2025

Edilfonso Villa
Plaintiff

Dated: _____

Richard Douglas
For Defendant

1 3. The parties represent, covenant, and warrant that they have not directly or indirectly
2 assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity
3 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
4 this Settlement.

5 4. Nothing contained in this Settlement shall be construed or deemed an admission of
6 liability, culpability, negligence or wrongdoing on the part of Defendant. Each of the parties has
7 entered into this Settlement with the intention to avoid further disputes and litigation with the attendant
8 inconvenience and expenses. This Settlement is a settlement document and shall be inadmissible in
9 evidence in any proceeding except an action or proceeding to approve, interpret or enforce its terms.

10 5. This Settlement may be executed in counterparts, and when each party has signed at
11 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
12 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
13 effective as to all Parties.

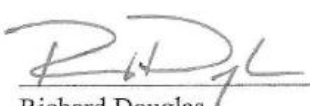
14 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
15 remain confidential and any remarks about this settlement shall be limited to a statement to the effect
16 that the parties have reached a settlement in principle subject to court approval. This confidentiality
17 clause extends to the parties' use of social media people often use to communicate during their daily
18 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
19 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
20 the fact or terms of this Settlement.

21 **IT IS SO AGREED.**

22 Dated: _____

Edilfonso Villa
Plaintiff

25 Dated: 12/30/2024


Richard Douglas
For Defendant

1 **Agreed As To Form**

2 Dated: Jan 2, 2025

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

3
4 By *s/ Gregory N. Karasik*
5 Gregory N. Karasik
6 Attorneys for Plaintiff

7 Dated: January 2, 2025

PALMER KAZANJIAN WOHL HODSON LLP

8
9 By *s/ Casey M. Blanas*
10 Casey M. Blanas
11 Attorneys for Defendant
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EXHIBIT A

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://sacourt-ca-gov-zoomgov.com/my/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
Karasik Law Firm
16021 Aiglon St.
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.