

GRAHAMHOLLIS APC
Hali M. Anderson (SBN 261816)
handerson@grahamhollis.com
Allison E. Schubert (SBN 339991)
aschubert@grahamhollis.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

NORTH LAW, P.C.
Hengameh S. Safaei (SBN 248048)
safaei@northlawpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: 213.868.3232
Facsimile: 213.315.0162

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

RATHY SY and SERGIO VILLARREAL
HERNANDEZ, as individuals on behalf of
themselves and all other similarly situated and/or
all aggrieved employees of Defendants,

Plaintiffs,

v.

PACIFIC RIM MECHANICAL
CONTRACTORS, INC., a California
corporation; and DOES 1 through 50 inclusive,

Defendants.

Case No.: 37-2023-00043406-CU-OE-CTL

**DECLARATION OF HALI M. ANDERSON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

[IMAGED FILE]

Date: September 12, 2025
Time: 9:30 a.m.
Dept.: C-71
Judge: Hon. Gregory W. Pollack

Complaint Filed: October 5, 2023
FAC Filed: November 9, 2023
SAC Filed: March 29, 2024
TAC Filed: June 4, 2025
Trial Date: None set

1 I, Hali M. Anderson, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the state of California. I am
3 a shareholder of the law firm GrahamHollis, APC in San Diego, California. My law firm, GrahamHollis,
4 APC, is one of the attorneys of record for Plaintiffs Rathy Sy (“Plaintiff Sy”) and
5 Sergio Villareal Hernandez (“Plaintiff Hernandez”) (collectively, “Plaintiffs”) in the action *Rathy Sy, et*
6 *al. v. Pacific Rim Mechanical Contractors, Inc.*, San Diego County Superior Court Case No. 37-2023-
7 00043406-CU-OE-CTL (the “Action”). Associate Allison E. Schubert and I are the attorneys from my
8 firm primarily handling this case.

9 2. I am thoroughly familiar with, and have personal knowledge of, all the facts set forth
10 herein. If called as a witness, I could and would competently testify to the information set forth below.

11 3. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class
12 Action and PAGA Settlement. Plaintiffs seek an order: (1) preliminarily approving the proposed Class
13 Action and PAGA Settlement Agreement; (2) approving the form and content of the Class Notice;
14 (3) provisionally certifying the Class; (4) appointing Plaintiffs as Class Representatives and Plaintiffs’
15 Counsel as Class Counsel; (5) approving Apex Class Action LLC as the Settlement Administrator; and
16 (6) scheduling a Final Approval Hearing.

17 4. A true and correct copy of the fully executed Class Action and PAGA Settlement
18 Agreement (the “Settlement” or “Settlement Agreement”) is attached hereto as **Exhibit 1**.

19 5. A true and correct copy of the Court Approved Notice of Class Action and PAGA
20 Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached as **Exhibit A** to the
21 Settlement Agreement.

22 6. A copy of the Settlement Agreement was provided to the California Labor and Workforce
23 Development Agency (“LWDA”) on August 20, 2025. Attached hereto as **Exhibit 2** is a true and correct
24 copy of the confirmation of submission of the Settlement Agreement to the LWDA.

25 **CLASS COUNSEL’S CLASS ACTION EXPERIENCE**

26 7. My firm currently serves as plaintiff’s counsel in approximately 100 wage and hour class
27 action and/or PAGA representative action cases pending throughout California and has been appointed as
28 class counsel and had settlements approved as being fair, reasonable, and adequate in over 150 wage and

1 hour class action lawsuits with claims similar to those alleged here. A list of the wage and hour class
2 action and/or PAGA cases that my firm has litigated is attached hereto as **Exhibit 3**.

3 8. I was admitted to the California State Bar in December 2008. Throughout my entire career,
4 I have practiced employment law exclusively and worked on numerous wage and hour class actions. I
5 have represented employees since September 2018. I currently serve as plaintiff's counsel in the following
6 class and representative actions: *Arong v. Integra Beauty*, Superior Court for the County of Los Angeles
7 (litigation ongoing); *Brumbaugh v. Sunoco*, Superior Court for the County of San Joaquin (litigation
8 ongoing); *Bernardo v. First Element Fuel*, Superior Court for the County of Orange (litigation ongoing);
9 *Boucher v. Unstoppable Automotive AMV*, Superior Court for the County of Orange (litigation ongoing);
10 *Bowens v. Trestles*, Superior Court for the County of Sacramento (litigation ongoing); *Cabbagestalk v.*
11 *29th Street Property Management*, Superior Court for the County of San Diego (litigation ongoing);
12 *Carrillo v. DMSD Restaurants*, Superior Court for the County of San Diego (litigation ongoing); *Colis v.*
13 *Sweetwater*, Superior Court of San Diego (litigation ongoing); *Cullum v. Sharp Healthcare*, Superior
14 Court for the County of San Diego (litigation ongoing); *Dochtermann v. HI. Q*, Superior Court for the
15 County of San Diego (litigation ongoing); *Gonzalez v. Rolling Hills*, Superior Court for the County of Los
16 Angeles (litigation ongoing); *Gonzalez v. Community Services and Employment Training, et al.*, Superior
17 Court for the County of Tulare (litigation ongoing); *Hernandez v. Comercia Bank, Business Information*
18 *Group*, Superior Court for the County of San Diego (litigation ongoing); *Hall v. CVS Health Corporation,*
19 *et al.*, United States District Court, Eastern District (litigation ongoing); *Jimenez v. Mattress and Furniture*
20 *Express*, Superior Court for the County of Sacramento (litigation ongoing); *Ley v. Ace Hardware*, Superior
21 Court for the County of Sacramento (litigation ongoing); *Lopez v. Foley Family Wines*, Superior Court
22 for the County of Sonoma (litigation ongoing); *Middleton v. Householder Group Estate and Retirement*
23 *Specialist*, Superior Court for the County of Riverside (litigation ongoing); *Minor v. Essential Staffing,*
24 Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Top Flight Registry*, Superior
25 Court for the County of Sacramento (litigation ongoing); *Minor v. Twomagnets*, Superior Court for the
26 County of Alameda (litigation ongoing); *Men v. Nichols Restaurant*, Superior Court for the County of
27 Los Angeles (litigation ongoing); *Mabalot v. Healthsource*, Superior Court for the County of San Diego
28 (litigation ongoing); *Mittendorff v. Bxng Club*, Superior Court for the County of San Diego (litigation

ongoing); *Nesmith v. RCS Safety*, Superior Court for the County of Los Angeles (litigation ongoing); *Orosz, et al. v. Briarwood Post Acute, LLC*, Superior Court for the County of Sacramento (litigation ongoing); *Quiroz v. Prestige Gunit*, Superior Court for the County of Contra Costa (litigation ongoing); *Richardson v. Sunbelt Staffing*, United States District Court, Eastern District of California (litigation ongoing); *Serna v. Arena Stuart Rentals*, Superior Court for the County of Santa Clara (litigation ongoing); *Stewart v. Quest Diagnostics*, United States District Court, Southern District of California (litigation ongoing); *Santiago v. Security Industry Specialists*, Superior Court for the County of San Diego (litigation ongoing); and *Walker v. Healthsource*, Superior Court for the County of Santa Clara (litigation ongoing).

9. In addition, I have served as class and/or representative counsel in the following cases: *Abella v. GHC of SAC-SNF LLC, et al.*, Superior Court for the County of Sacramento; *Artibee v. Corelogic Credco*, Superior Court for the County of San Diego; *Carson v. Downtown San Diego Partnership*, Superior Court for the County of San Diego; *Bechere v. Ralphs Grocery Company*, Superior Court for the County of Alameda; *Cooper v. Thomas Cuisine Management*, Superior Court for the County of Fresno; *Dew v. Minegar Contracting, et al.*, Superior Court for the County of San Diego; *Edwards v. Absolute Senior Solutions*, Superior Court for the County of Santa Clara; *Figueroa v. Indigo Sky*, Superior Court for the County of Los Angeles; *Fernandez v. Prime Healthcare Services, Inc.*, Superior Court for the County of Los Angeles; *Gray v. Armstrong*, Superior Court for the County of Alameda; *Gnaedig v. Favorite Healthcare Staffing, et al.*, Superior Court for the County of Los Angeles; *Headley, et al. v. Professional Maintenance Systems*, Superior Court for the County of San Diego; *Lee v. Sutter Health Foundation*, Superior Court for the County of Alameda; *Moreno v. Providence Group, Inc.*, Superior Court for the County of San Diego; *Muniz v. Sutter Valley Hospitals*, Superior Court for the County of Sacramento; *McGough v. Love's Travel Stop & Country Stores, Inc.*, Superior Court for the County of Kern; *Rodriguez v. Camden Security*, Superior Court for the County of Alameda; *Rodriguez v. Atrium Hospitality*, Superior Court of Los Angeles; *Sanabia v. GP Development*, Superior Court for the County of Sacramento; *Saruca v. Palacek Imports, Inc.*, Superior Court for the County of Contra Costa; *Trento v. US Security Associates*, Superior Court for the County of Alameda; *Taylor v. Penske Logistics*, United States District Court for the Central District; *Taylor v. Penske Logistics*, Superior Court for the County of San Bernardino; *Twombly v. Del Frisco's*, Superior Court for the County of San Diego;

1 *Valentine v. Santa Monica Rehabilitation Center, et al.*, Superior Court for the County of San Diego; and
2 *Valentine v. Santa Monica Rehabilitation Center, et al.*, United States District Court for the Central
3 District.

4 10. Allison E. Schubert graduated *magna cum laude* from University of San Diego School of
5 Law in May 2021 and was admitted to the State Bar of California in November 2021. Prior to her
6 admission to the bar, Ms. Schubert worked as a law clerk at GrahamHollis, APC. Since 2021, Ms. Schubert
7 has served as class and/or representative counsel in the following cases: *Cesar Escalante, et al. v. Urth*
8 *Payroll Services, Inc.*, Superior Court County of Los Angeles, which settled for \$625,000 on behalf of
9 1,999 aggrieved employees, and Judge Traber awarded fees of 40%; *Juan Carlos Corral v. Staples The*
10 *Office Superstore LLC*, United States District Court Central District, which settled for \$800,000 on behalf
11 of 2,289 class members and 2,525 aggrieved employees, and Judge Scarsi approved fees of 33.33%;
12 *Florencio Quiroz, et al. v. Prestige Gunite, LP, et al.*, Superior Court for the County of Contra Costa,
13 which settled for \$480,637.19 on behalf of 86 class members, and Judge Treat approved fees of
14 \$167,879.05; *Anthony Bernardo v. FirstElement Fuel, Inc.*, Superior Court for the County of Orange,
15 which settled for \$751,000 on behalf of 119 class members, and Judge Claster approved fees of 33.33%;
16 *Krizia Coombes, et al. v. HR Support, Superior Court for the County of Alameda*, which settled for
17 \$525,000 on behalf of 1,199 class members, and Judge Markman awarded \$175,000 in fees; *Artibee v.*
18 *CoreLogic Credco*, Superior Court for the County of San Diego, which settled for \$694,180 on behalf of
19 265 class members, and Judge Bacal awarded 1/3 in fees; *Mario Arredondo Jr., et al. v. Pinkerton*
20 *Consulting & Investigations Inc.*, Superior Court for the County of San Diego, which settled for
21 \$1,350,000 on behalf of 235 class members, and Judge Pollack awarded 1/3 in fees; and *Muzquiz v. Briles*
22 *Aerospace, LLC*, Superior Court for the County of Los Angeles, which settled for \$252,000 on behalf of
23 69 aggrieved employees, and Judge Rice awarded \$84,000 in fees. Ms. Schubert has also certified two
24 employment class actions.

25 11. My co-shareholders, associates, and I have considerable experience handling wage and
26 hour class action cases with claims similar to those asserted in this action and have successfully
27 represented tens of thousands of employees in state and federal court cases throughout California.

28 ///

CASE BACKGROUND AND PROCEDURAL HISTORY

Procedural History and Extensive Motion Practice

12. Plaintiff Sy is a former non-exempt, hourly-paid employee of Defendant Pacific Rim Mechanical Contractors, Inc. (“Defendant”) who worked as a sheet metal journeyman from September 2021 until May 10, 2023. Plaintiff Sy typically worked Monday through Friday from 5:00 a.m. until 1:30 p.m., with occasional overtime hours, at construction sites throughout San Diego County.

13. Plaintiff Hernandez is a former non-exempt, hourly-paid employee of Defendant who worked as a pipefitter at various commercial construction sites, including hospitals and laboratories, from September 2021 until July 26, 2023. Plaintiff Hernandez’s schedule was typically Monday through Friday from about 6:00 a.m. to about 2:30 p.m., or from about 5:00 a.m. to about 1:30 p.m. On some projects, Plaintiff Hernandez also worked shifts in excess of 10 hours.

14. Defendant Pacific Rim is a mechanical contractor in Southern California that designs and installs HVAC, plumbing, and process pipe systems in commercial and institutional buildings.

15. On July 31, 2023, Plaintiff Sy submitted written notice to the LWDA and Defendant of the company’s alleged violations of the California Labor Code (“Labor Code”).

16. On September 1, 2023, Plaintiff Sy submitted an amended written notice to the LWDA and Defendant, alleging a failure to provide employment records claim.

17. On October 4, 2023, Plaintiff Hernandez submitted written notice to the LWDA and Defendant of Defendant’s alleged violations of the Labor Code.

18. After waiting the notice period pursuant to Labor Code § 2699.3, Plaintiff Sy filed the initial Complaint in this action on October 5, 2023, in San Diego Superior Court, seeking civil penalties under the PAGA on behalf of all current and former non-exempt employees who performed work for Defendant in California.

19. On October 5, 2023, Plaintiff Hernandez filed a class action complaint in a separate action against Defendant entitled *Hernandez v. Pacific Rim Mechanical Contractors, Inc.*, Case No. 37-2023-00043240-CU-OE-CTL (“*Hernandez Action*”), in Department 68 of the San Diego Superior Court, the Hon. Richard S. Whitney presiding.

///

1 20. On October 30, 2023, Plaintiff Hernandez amended his complaint to add a PAGA
2 representative claim against Defendant.

3 21. On November 9, 2023, Plaintiff Sy filed his First Amended Complaint to allege a PAGA
4 claim for failure to provide employment records.

5 22. Defendant filed a demurrer to Plaintiff Sy's First Amended Complaint on
6 December 11, 2023.

7 23. On February 2, 2024, Plaintiff Sy filed a motion for leave to file a Second Amended
8 Complaint; however, Defendant ultimately agreed to stipulate to the filing of the Second Amended
9 Complaint and withdrew its demurrer.

10 24. On March 29, 2024, Plaintiff Sy filed a Second Amended Complaint to add wage and hour
11 class claims.

12 25. On September 13, 2024, Plaintiffs and Defendant (collectively, the "Parties") attended a
13 joint mediation session with Jill Sperber, Esq., which was unsuccessful.

14 26. On October 1, 2024, Plaintiff Sy filed motions to compel Defendant's further responses to
15 Plaintiff Sy's first set of special interrogatories and requests for production. Following the filing of these
16 motions, Plaintiff Sy and Defendant engaged in further, extensive meet and confer efforts to resolve the
17 discovery disputes at issue, including three Informal Discovery Conferences with the Court.

18 27. On November 4, 2024, Plaintiff Sy filed a motion for leave to file a Third Amended
19 Complaint, adding Plaintiff Hernandez and his class and PAGA claims to this action.

20 28. On November 18, 2024, Plaintiff Sy filed an *ex parte* application to relate the Sy action
21 with the *Hernandez* Action, which Defendant opposed and Judge Whitney ultimately denied on procedural
22 grounds.

23 29. On December 9, 2024, Defendant filed a motion to compel Plaintiff Sy's further responses
24 to Defendant's second set of requests for production. After full briefing, the Court granted Defendant's
25 motion to compel on June 13, 2025.

26 30. On February 24, 2025, Plaintiff Sy filed a motion to compel Defendant's further responses
27 to Plaintiff Sy's second set of special interrogatories, which was ultimately taken off calendar due to the
28 Parties' settlement.

1 31. On April 22, 2025, Defendant filed a motion to disqualify Plaintiff Sy as a class and PAGA
2 representative.

3 32. The Court coordinated the hearings on Plaintiff Sy's pending motions to compel further
4 responses to Plaintiff Sy's first set of special interrogatories and requests for production, Plaintiff Sy's
5 motion to file the Third Amended Complaint, and Defendant's motion to disqualify to take place on
6 May 16, 2025. During this hearing, the Court granted Plaintiff Sy's motions to compel; denied
7 Defendant's motion to disqualify without prejudice, and granted Plaintiff Sy's motion for leave to file the
8 Third Amended Complaint.

9 33. On June 4, 2025, Plaintiffs filed the Third Amended Complaint, the operative complaint in
10 this action, which added Plaintiff Hernandez as a class and PAGA representative and asserted causes of
11 action against Defendant for: (1) failure to provide meal periods; (2) failure to provide rest periods;
12 (3) failure to pay minimum and/or regular wages; (4) failure to pay all overtime wages; (5) failure to
13 indemnify necessary business expenses; (6) failure to timely pay all wages due upon separation of
14 employment; (7) failure to provide accurate itemized wage statements; (8) violation of Business and
15 Professions Code section 17200, *et seq.*; and (9) violation of the Private Attorneys General Act of 2004,
16 Labor Code section 2698, *et seq.* The purpose and effect of the Third Amended Complaint was to combine
17 the Sy and Hernandez Actions into a single action pending before this Court.

18 34. On July 2, 2025, Plaintiff Hernandez filed a request for dismissal of the Hernandez Action,
19 which Judge Whitney entered on July 8, 2025.

20 Mediation with Hon. Carl J. West (Ret.)

21 35. On June 18, 2025, the Parties participated in a mediation session with Hon. Carl J. West
22 (Ret.), a well-respected, neutral third-party mediator who is well-versed and experienced in wage and hour
23 class action cases such as this. The mediation led to this agreement to settle the action on behalf of all
24 current and former hourly-paid or non-exempt construction employees employed by Defendant in
25 California at any time during the Class Period ("Class Members"). The Class Period is defined as
26 October 5, 2019 through August 18, 2025. Defendant's office and service employees are excluded from
27 this settlement.

28 36. Prior to mediation, the Parties participated in extensive formal and informal discovery.

1 Plaintiff Sy propounded three sets of requests for production, two sets of special interrogatories, and one
2 set of form interrogatories (general) seeking, among other things, Defendant's handbook and other wage
3 and hour policies; training documents; job descriptions; arbitration agreements; delivery schedules; the
4 locations and number of employees at each project site; and the time records, payroll records, wage
5 statements, and identities and contact information for the putative class and PAGA members. Plaintiffs
6 also took the deposition of Defendant's Person Most Qualified ("PMQ") on March 26, 2025.

7 37. Defendant propounded on Plaintiff Sy two sets of requests for production, one set of special
8 interrogatories, and two sets of form interrogatories, seeking all facts and documents in support of his
9 claims, the identities of witnesses, communications regarding his claims, and cell phone data, among other
10 things. Likewise, Defendant propounded on Plaintiff Hernandez one set of requests for production, one
11 set of special interrogatories, and two sets of form interrogatories, seeking similar information and
12 documents. Defendant took the deposition of Plaintiff Sy and Plaintiff Hernandez on March 14, 2024 and
13 April 14, 2025, respectively.

14 38. Through formal and informal discovery, Plaintiffs obtained Defendant's policies and
15 procedures related to the claims asserted; data points related to employee, workweek, and pay period
16 counts; job descriptions; testimony from Defendant's PMQ regarding Defendant's class-wide policies and
17 procedures, including the scheduling and recording of meal and rest periods; and the time, payroll, and
18 wage statement records for 82 Class Members.

19 39. The information exchanged in advance of mediation was comprehensive and enabled the
20 Parties to sufficiently assess the strengths and weaknesses of their respective positions during arm's-length
21 negotiations.

22 40. During the mediation session, the Parties engaged in good-faith, non-collusive negotiations
23 wherein the Parties exchanged additional information regarding Defendant's realistic exposure, discussed
24 the relative strengths and weaknesses of Plaintiffs' claims, considered the risks and delays of further
25 litigation, researched the current state of the law as it related to Plaintiffs' claims, and contemplated the
26 difficulty Plaintiffs may have in obtaining and maintaining class certification of each claim.

27 41. Judge West provided a useful and neutral analysis of the issues and risks to all Parties. At
28 all times, the Parties' negotiations were hard-fought and conducted at arm's length between attorneys with

1 substantial wage and hour class action experience, and the Settlement is evidence of the Parties' substantial
2 efforts to reach a mutually agreeable compromise.

3 Plaintiffs' Allegations

4 42. Plaintiffs allege that Defendant failed to authorize and permit them and other Class
5 Members to take legally compliant rest periods of at least 10 minutes for every four-hour work period, or
6 major fraction thereof. Specifically, Class Members' timesheets reflect that Defendant's foremen
7 scheduled Class Members' rest periods to occur after the fourth hour of work, combined the first rest
8 period with the meal period, combined the rest periods into a single 20-minute break, or did not schedule
9 any rest periods at all for shifts exceeding 3.5 hours. Further, Defendant allegedly required Class Members
10 to unload deliveries of materials or perform other job duties during their rest periods, resulting in
11 interrupted, shortened, and/or missed rest periods.

12 43. Likewise, Plaintiffs assert that Defendant failed to provide Class Members with the
13 opportunity to take lawful meal periods because Defendant required Class Members to take meal periods
14 that were less than 30 minutes, after the fifth and/or tenth hour of work, interrupted by job duties, or to
15 forgo their meal periods entirely. Plaintiff Sy and other Class Members were forced to spend time walking
16 to a mandated break area during the 30-minute period allotted for their meal break, which shortened their
17 meal period by about five to ten minutes. Class Members, including Plaintiffs, were also instructed to
18 unload deliveries of materials that arrived during their meal periods, resulting in interrupted and/or
19 shortened meal periods. Plaintiffs further assert that Class Members' timesheets, which were filled out by
20 their foremen, reflect that Class Members received untimely meal periods or did not receive their first
21 and/or second meal periods for shifts exceeding five and/or ten hours. This creates the presumption that
22 Class Members were not provided with lawful meal periods under *Donohue v. AMN Servs., LLC*, 11 Cal.
23 5th 58 (2021).

24 44. Plaintiffs allege that Defendant did not maintain facially valid meal and rest period policies
25 until May 2023 and did not train Class Members' supervisors on meal and rest period requirements, which
26 resulted in break violations.

27 45. Plaintiffs also contend that Defendant failed to pay meal and rest period premiums for
28 non-compliant meal and rest periods.

1 46. Plaintiffs allege that Defendant failed to pay Class Members at least minimum wages for
2 all hours worked. Specifically, Plaintiffs and other Class Members performed pre-shift and post-shift work
3 duties, consisting mainly of donning safety gear and maintaining and cleaning work equipment.
4 Additionally, Class Members were not compensated for work duties performed during their meal periods.
5 Plaintiffs allege that Defendant required off-the-clock work pursuant to written policy or otherwise had
6 knowledge that these work duties were performed while Class Members were off the clock, yet did not
7 pay Class Members for this time.

8 47. Plaintiffs further allege that Class Members were required to use their personal cell phones
9 and/or personal vehicles for work purposes but were not reimbursed by Defendant for the expenses
10 associated with the use of their personal cells phones or vehicles.

11 48. Finally, Plaintiffs contend that Defendant failed to provide Plaintiffs and other Class
12 Members with accurate itemized wage statements, did not maintain accurate employment records for
13 Class Members, and further failed to pay them all wages due and owing upon separation of employment
14 within the time frame specified by California law.

15 **DEFENDANT STRONGLY DENIES PLAINTIFFS' CLAIMS**

16 49. Defendant denies and continues to deny each of the claims and contentions alleged by
17 Plaintiffs in the litigation.

18 50. Defendant denies any liability or wrongdoing of any kind associated with the claims
19 alleged in this action, and further denies that this action is appropriate for class treatment for any purpose
20 other than this Settlement. Defendant maintains that Class Members signed valid and enforceable
21 arbitration agreements after the action was commenced, precluding them from participating in this class
22 action. Defendant also contends that it complied at all times with the California Labor Code, the applicable
23 IWC Wage Orders, the California Business and Professions Code, and all other applicable laws.

24 51. Defendant maintains that it complied with all of its meal period and rest period obligations
25 under California law, and that Plaintiffs and Class Members were properly provided with the opportunity
26 to take all meal periods and rest periods to which they were entitled at all times during the Class Period.

27 52. Defendant contends that Class Members were not required to work during their meal or
28 rest periods, and that if they did so, it was voluntary. Defendant claims that there were no written policies

1 requiring Class Members to work through any of their meal or rest periods, which could impede Plaintiffs
2 from certifying a meal or rest period class. Moreover, Defendant contends that Class Members had the
3 opportunity to indicate that they did not receive compliant meal or rest periods on their handwritten
4 timesheets and/or to attest to not receiving their meal or rest periods on their weekly timecard to receive
5 premium wages.

6 53. Further, Defendant asserts that the applicable IWC Wage Order No. 16 provides greater
7 flexibility in scheduling rest periods for Class Members, including the ability to combine rest periods with
8 meal periods to avoid interruption in the flow of work and to maintain continuous operations. Under the
9 same Wage Order, Defendant claims that it was not required to record meal periods for shifts in which
10 operations ceased at the project sites.

11 54. Defendant maintains it properly paid all minimum, regular, and overtime wages owed, and
12 that its timekeeping practices did not deprive Plaintiffs or any Class Members of payment for any time
13 worked.

14 55. Defendant contends that each Class Member was required to accurately record all of his or
15 her hours worked in Defendant's timekeeping system for payment of wages, thereby posing an obstacle
16 to class certification. Defendant also maintains that any work performed by Class Members off the clock
17 was performed without its permission, that Defendant was unaware that Class Members had performed
18 duties off the clock, and that, if Defendant had known that Class Members performed work off the clock,
19 it would have provided them compensation for their work.

20 56. Defendant asserts that Class Members were not required to use their personal cell phones
21 or vehicles in the discharge of their job duties, and those who did received reimbursement.

22 57. Regarding Plaintiffs' wage statement claims, Defendant maintains that the wage statements
23 it issued contained all of the information required by Labor Code section 226(a) and that this claim is fully
24 dependent on Plaintiffs being able to prove the underlying violations. As such, Plaintiffs' derivative wage
25 statement claims would be subject to substantial reduction to the extent Defendant is able to defeat the
26 underlying claims on which the wage statement claims were based. Defendant further claims that Plaintiffs
27 will be unable to obtain statutory penalties for the alleged wage statement violations, as Plaintiffs cannot
28 prove that Defendant knowingly and intentionally failed to comply with Labor Code section 226.

58. With respect to Plaintiffs' claim for waiting time penalties, Defendant argues that employees were paid all wages to which they were entitled, and that Defendant's good-faith belief in the use of its timekeeping and payroll practices precludes the imposition of any waiting time penalties, since Plaintiffs would not be able to prove that Defendant's alleged failure to pay all final wages at the time of separation was "willful."

59. Finally, Defendant maintains that Plaintiffs would have difficulty certifying a class and establishing PAGA manageability for all claims, because there is substantial variance amongst the different types of employees who worked at hundreds of project sites across California, each with different general contractors, project owners, and supervisors, necessitating the Court to make individualized inquiries into whether Class Members were subject to Labor Code violations.

DISCOVERY AND INVESTIGATION

60. Class Counsel conducted a thorough investigation into the merits of Plaintiffs' claims and the applicable law related thereto, and reviewed numerous documents and records provided by Plaintiffs and by Defendant regarding the claims in this case, including time and pay records and relevant policy documents.

61. Prior to mediation with Judge West, Plaintiffs propounded written discovery on Defendant, which yielded Plaintiffs' complete personnel files, company handbooks and other policy documents, job descriptions for putative class members, exemplar arbitration agreements, and a sample of time and payroll records. Plaintiffs sat for their respective depositions; and Plaintiffs deposed Defendant's PMQ. Moreover, as part of the Parties' agreement to attend mediation, the Parties agreed to an informal exchange of information, including data points related to the total number of current and former Class Members (with and without an executed arbitration agreement), the total number of current and former Aggrieved Employees, and the total number of pay periods and workweeks they worked.

62. In addition to analyzing the payroll and timekeeping records, Class Counsel engaged in a phone call campaign to interview Class Members about their experiences working for Defendant. Class Counsel spent significant time conducting these in-depth, fact-finding interviews with Plaintiffs and other non-exempt employees regarding their employment with Defendant in order to assess the relative strengths of each potential claim.

63. The exchange of information and documents through formal and informal discovery was comprehensive and enabled the Parties to sufficiently assess the strengths and weaknesses of their respective positions during arm's-length negotiations at mediation.

64. With the information provided by Defendant, as well as information provided by Plaintiffs and other Class Members, Class Counsel was able to conduct a thorough investigation into the facts of this action, including performing an extensive review and analysis of the documents provided, interviewing employees and deposing key witnesses, and a detailed analysis of timekeeping and payroll records during the Class Period. Following this investigation, my firm prepared a comprehensive mediation brief that outlined the relevant factual and legal issues in this case and presented a complete breakdown of the liability exposure for Defendant if Plaintiffs succeeded on each of their claims at trial.

65. Thus, Class Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the putative class members, and Class Counsel has diligently investigated Defendant's contentions.

66. The Settlement occurred only after Class Counsel exchanged a significant number of documents with Defendant, reviewed the testimony from the Parties' respective depositions, conducted extensive fact-finding interviews with Plaintiffs and other Class Members, and attended mediation with a well-respected and experienced mediator.

67. Based on the data provided and Class Counsel's own independent investigation and evaluation, I am of the opinion that the Settlement for the consideration and on the terms set forth in the Settlement Agreement is an excellent result and is in the best interest of Plaintiffs and the putative class members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendant, and the numerous potential appellate issues that could follow had the case proceeded to trial. Plaintiffs have also carefully evaluated the terms of the Settlement, and based upon their review, believe it to be fair and reasonable.

68. I believe that the documents and information exchanged and analyzed by the Parties while litigating this case, as well as the Parties' discussions prior to and during mediation, are sufficient for the Parties to make an informed decision about a fair resolution of the action at this time. To that end, I am of the opinion that this Settlement is fair, adequate, and reasonable.

**CLASS COUNSEL’S EVALUATION OF THE CLASS AND PAGA CLAIMS FOR
SETTLEMENT PURPOSES**

69. I believe the \$2,000,000 Gross Settlement Amount provides a real and substantial benefit to the Class Members considering the highly disputed nature of the claims and the risks in being able to obtain and maintain class certification. My determination of a fair value of the Settlement is based on a number of factors, including my firm’s investigation of the applicable law as it applied to the facts discovered, the suitability of the case for class treatment, Plaintiffs’ claims and the associated damages, and Defendant’s defenses to Plaintiffs’ claims.

70. During the course of this litigation, the Parties engaged in numerous and extensive discussions regarding the factual and legal issues presented by the litigation and Defendant’s potential defenses thereto. During these discussions, and throughout the time that this case has been pending, Defendant has consistently maintained that it provided and/or authorized all meal and rest periods, properly tracked all time worked and paid all required minimum, regular, overtime, and premium wages, reimbursed business expenses, and implemented a valid arbitration agreement waiving the right to bring class claims; and has vehemently denied the claims that Plaintiffs or any putative class members were denied any wages or other rights under California law.

71. Based on the documents and information obtained prior to mediation, Class Counsel calculated the total amount of Defendant’s potential damages exposure for the unpaid minimum, regular, and overtime wage claim, meal period claim, rest period claim, reimbursement claim, waiting time penalty claim, and wage statement claim to be approximately \$28,161,267.37, not including interest.

72. Plaintiffs’ maximum-possible damages and penalties (excluding PAGA) exposure assumed that class certification would be granted and maintained through trial, and that Plaintiffs would prevail on every claim at trial and recover the full amount of the estimated damages. Accordingly, the estimated value of Plaintiffs’ class claims was premised on an optimistic “everything goes right” scenario for each claim, for a maximum class-wide damages exposure. After applying a 50% discount for the uncertainty of certifying all class claims and an additional 50% discount for the likelihood of success on all certified claims, a more realistic value of the claims is \$7,040,316.84.

73. Plaintiffs further calculated the total amount of potential PAGA penalties to be

approximately \$17,317,917.00. In conjunction with Defendant's many asserted defenses, it was clear that any award was vulnerable to being undercut or substantially devalued. Moreover, Plaintiffs' calculation of PAGA penalties assumed that said penalties can be stacked, a practice now proscribed under the new PAGA legislation.

74. Meal Period Claims: Plaintiffs' claim for Defendant's alleged failure to provide compliant meal periods was based on Defendant's requirement that Class Members take late, short, or interrupted meal periods, or to forgo their meal periods entirely. Plaintiffs and Class Members reported that they received interrupted and shortened meal periods because they were required to walk to a break area to take their meal break during the time allotted for their meal breaks and/or were instructed by their supervisors to unload deliveries of materials during their break time. In reviewing the time records, Plaintiffs confirmed that Class Members did not have any meal period recorded during many of their shifts, and thus presumably were not provided with compliant meal periods under *Donahue v. AMN Servs.*, 11 Cal. 5th 58 (2021). Plaintiffs claim, based on an analysis of the payroll records, that Defendant did not pay any meal period premiums as required by Labor Code section 226.7. Based on the sample of timekeeping data provided by Defendant through discovery, as well as the information gleaned by Class Counsel while conducting interviews with Class Members, Plaintiffs were able to estimate the average hourly rate of pay and meal period violation rate. Using this data, Plaintiffs calculated the total amount of unpaid meal period premiums for non-compliant meal periods as follows:

	106,134	(Total number of workweeks)
x	4.27	(Approximate number of shifts per week)
x	53%	(Meal period violation rate)
x	91%	(Percentage of shifts greater than 6 hours)
x	<u>\$30.67</u>	<u>(Average hourly rate of pay)</u>
=	\$6,703,682.63	(Total unpaid meal period premium wages)

75. Rest Period Claims: Plaintiffs' claim for Defendant's alleged failure to provide rest periods is premised on Defendant's alleged pattern and practice of failing to authorize and permit Plaintiffs and the Class Members to take off-duty, uninterrupted rest periods of at least 10 minutes for every four hours worked or major fraction thereof. Like meal periods, Plaintiffs contend that Defendant required Class

Members to take late, short, or interrupted rest periods, or to forgo their rest periods entirely—a contention supported by Defendant’s timesheets reflecting the times Class Members took their rest periods. Plaintiffs claim, based on an analysis of the payroll records, that Defendant did not pay any rest period premiums as required by Labor Code section 226.7. Based on the sample of information provided by Defendant in advance of mediation, as well as the information gleaned by Plaintiffs through interviews with Class Members, Plaintiffs were able to estimate the average hourly rate of pay and rest period violation rate. Using this data, Plaintiffs calculated the total amount of unpaid rest period premiums for non-compliant rest periods as follows:

	106,134	(Total number of workweeks)
x	4.27	(Approximate number of shifts per week)
x	84%	(Rest period violation rate)
x	99%	(Percentage of shifts greater than 3.5 hours)
x	\$30.67	(Average hourly rate of pay)
=	\$11,558,744.50	(Total unpaid rest period premium wages)

76. Unpaid Minimum Wages for Pre- and Post-Shift Work: Plaintiffs brought a claim for unpaid minimum wages based on Class Members performing work duties before and after their scheduled shift times, primarily consisting of donning safety gear and maintaining their work equipment. Based on the information gleaned in Class Counsel’s interviews with Class Members, Class Counsel estimated that approximately 67 percent of employees spent five minutes per day donning safety equipment while off the clock. Using these numbers, Plaintiffs calculated the total amount of unpaid minimum wages for the off-the-clock work to be as follows:

	106,134	(Total number of workweeks)
x	4.27	(Approximate number of shifts per week)
x	67%	(Violation rate for off-the-clock pre/post-shift duties)
x	91%	(Percentage of shifts between 0 and 7.92 hours)
x	0.08	(Average unpaid hours per shift)
x	\$14.57	(Applicable minimum wage)
=	\$322,100.00	(Minimum wages for off-the-clock pre/post-shift duties)

1 + \$322,100.00 (Liquidated damages)
2 = \$644,199.99 (Total minimum wages owed)

3 77. Unpaid Overtime Wages for Work Duties Completed During Meal Periods: Plaintiffs
4 brought a claim for unpaid overtime wages based on Plaintiffs and other Class Members being required
5 to complete work duties during their unpaid meal periods without compensation. Based on the information
6 gleaned in Class Counsel's interviews with Class Members, Class Counsel estimated that approximately
7 50 percent of employees spent five minutes per day performing work duties during their meal periods.
8 Using these numbers, Plaintiffs calculated the total amount of unpaid overtime wages for the off-the-clock
9 work to be as follows:

10 106,134 (Total number of workweeks)
11 x 4.27 (Approximate number of shifts per week)
12 x 50% (Violation rate for work duties during meal breaks)
13 x 38% (Percentage of shifts over 8 hours)
14 x 0.08 (Average unpaid hours per shift)
15 x \$46.01 (Average hourly rate of pay)
16 = \$316,906.41 (Overtime wages for work duties during meal breaks)

17 78. Reimbursement of Necessary Business Expenses: Plaintiffs' claim for Defendant's failure
18 to reimburse necessary business expenses is based on Class Members being required to use their personal
19 cell phones and vehicles for work-related purposes, but not being reimbursed for a portion of their phone
20 bill or vehicle expenses. At a conservative estimate of \$10 per month of unreimbursed expenses for 63%
21 of Class Members, Plaintiffs calculated the total amount of unreimbursed expenses to be approximately
22 \$167,161.05, not including interest.

23 79. Waiting Time Penalties: Plaintiffs' claim for waiting time penalties is based on Class
24 Members separating from their employment without payment for all wages earned, including unpaid meal
25 period premiums and rest period premiums, and unpaid minimum and overtime wages. Plaintiffs'
26 calculation for the estimated amount of waiting time penalties owed is based on Defendant's
27 representation that there are 1,099 employees who ended their employment within the statutory time
28 period. Plaintiffs' calculation of waiting time penalties assumed thirty days of penalties per employee at

1 8.14 hours worked per day – the average shift length calculated from a review of Defendant’s timekeeping
2 records. Using this data, Plaintiffs estimated the total amount of waiting time penalties owed as follows:

$$\begin{array}{rcl} & 1,099 \text{ (Number of former employees)} & \\ & \times \quad 30 \text{ days} & \\ & \times \quad 8.14 \text{ hours per day} & \\ \hline & \times \quad \$30.67 \text{ (Average hourly rate of pay)} & \\ & = \quad \$8,231,085.79 & \end{array}$$

8 80. Wage Statement Penalties: Plaintiffs’ wage statement claim is premised on Defendant’s
9 alleged failure to furnish Plaintiffs and the Class with wage statements that included the accurate amount
10 of the total hours worked by the employee at each applicable hourly rate of pay, the gross wages earned,
11 and the net wages earned. Additionally, Defendant allegedly failed to put the correct name of the legal
12 entity that is the employer. Pursuant to Labor Code section 226, each Class Member is entitled to penalties
13 for each pay period in which he or she was furnished a non-compliant wage statement and injured as a
14 result, up to a cap of \$4,000.00 per person. Based on the data provided by Defendant, Plaintiffs calculated
15 there to be about 5,395 total pay periods for all Class Members during the 226 statute of limitations period.
16 Considering the \$4,000 cap, Plaintiffs calculated the total amount of wage statement penalties available
17 to be approximately \$539,487.

18 81. PAGA Penalties: Plaintiffs also brought a cause of action seeking civil penalties under
19 PAGA for each of the aforementioned violations of the Labor Code. The PAGA Period, as defined by the
20 Settlement, is the period from August 1, 2022 through August 18, 2025. Based on the data provided by
21 Defendant, there were 55,251 total pay periods within the PAGA Period. Plaintiffs estimated the
22 maximum total amount of civil penalties recoverable under PAGA for all claims to be approximately
23 \$17,317,917. This excludes civil penalties for “subsequent” violations, which Plaintiffs believe would not
24 apply here because Defendant was not “on notice” that it had been violating the Labor Code. *See Amaral*
25 *v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008). This total amount can be broken down by
26 each claim as follows:

27 a. Meal Periods

28 39,217 “initial” meal period violations

x \$50 penalty in Labor Code section 558 for initial violations

= **\$1,960,858**

b. Rest Periods

45,947 “initial” rest period violations

x \$100 penalty in Labor Code section 2699(f) for initial violations

= **\$4,594,673**

c. Failure to Pay Minimum and Regular Wages

37,018 “initial” violations

x \$100 penalty in Labor Code section 1197.1 for initial violations

= **\$3,701,817**

d. Failure to Pay Overtime Wages

10,498 “initial” violations

x \$50 penalty in Labor Code section 558 for initial violations

= **\$524,885**

e. Failure to Reimburse Necessary Business Expenses

17,404 “initial” violations

x \$100 penalty in Labor Code section 2699(f) for initial violations

= **\$1,740,407**

f. Waiting Time Penalties

292 former Aggrieved Employees

x \$100 penalty in Labor Code section 2699(f)

= **\$29,200**

g. Wage Statements

43,096 “initial” wage statement violations

x \$100 penalty in Labor Code section 2699(f) for initial violations

= **\$4,309,578**

h. Failure to Maintain Accurate Records

913 Aggrieved Employees

x \$500 penalty in Labor Code section 1174.5

= **\$456,500**

i. Total PAGA Penalties:

\$1,960,858 (Meal Periods)

+ \$4,594,673 (Rest Periods)

+ \$3,701,817 (Minimum and Regular Wages)

+ \$524,885 (Overtime Wages)

+ \$1,740,407 (Reimbursement)

+ \$29,200 (Waiting Time Penalties)

+ \$4,309,578 (Wage Statements)

+ \$456,500 (Accurate Records)

= **\$17,317,917.00**

82. As with the other claims referenced above, Plaintiffs' estimate of civil penalties under PAGA is based on a potentially inflated, "everything goes right" scenario and is vulnerable to being substantially devalued if Defendant is able to successfully assert any of its defenses against Plaintiffs' claims. Furthermore, as with the imposition of any penalties under PAGA, there is a very real risk that the Court may further reduce Plaintiffs' estimated amount of penalties pursuant to Labor Code section 2699(e)(2), and it is likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award as unjust, arbitrary, and oppressive, or as confiscatory. A limit of PAGA penalties as confiscatory and/or oppressive would also be likely given the potential significant recovery as to the class claims. Applying a 50% discount for likelihood of success on all PAGA claims and an additional 75% discount to account for a discretionary reduction in value of PAGA penalties in light of an assumed award on the class claims, a more realistic value of the PAGA claims is \$2,164,739.63.

83. Therefore, settlement of Plaintiffs' PAGA claim for \$100,000.00 is reasonable under the circumstances here because the Parties negotiated a good faith amount for PAGA penalties which was not the result of self-interest at the expense of the Class Members.

84. The agreed upon amount for PAGA penalties was arrived at in order to maximize the amount of recovery of individual damages to Class Members while still providing compensation to the

1 LWDA. *Haralson v. U.S. Aviation Services Corp.*, 383 F. Supp. 3d 959,974 (N.D. Cal. 2019) (a lower
2 PAGA settlement is permissible where the class settlement is relatively substantial); *Chu v. Wells Fargo*
3 *Investments, LLC*, Nos. C 05-4523 MHP, C 06-7924 MHP, 2011 WL 672645, at *1 (N.D. Cal. Feb. 16,
4 2011) (approving allocation of \$10,000.00 to PAGA penalties out of \$6,900,000.00 settlement); *Schiller*
5 *v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *14 (E.D. Cal. June 11,
6 2012) (approving allocation of \$7,500.00 to PAGA penalties out of \$518,245.00 settlement).

7 85. Given the maximum potential damages as well as the discounted realistic damages, and
8 Class Counsel's evaluation of what could have been awarded at trial, the Gross Settlement Amount of
9 \$2,000,000 (which does not include Defendant's payroll tax obligations) is reasonable considering the
10 substantial risks that Plaintiffs and the Class Members faced in this litigation. Defendant presented
11 legitimate defenses to both class certification and the merits of the claims. Class Counsel also took into
12 consideration the likelihood of obtaining and maintaining class certification of the class claims through
13 trial and obtaining 100% of the damages claimed.

14 86. Plaintiffs considered the risk that Court might exclude from any certified class the Class
15 Members who signed an arbitration agreement after the litigation was commenced (approximately 789
16 out of the 1,179 Class Members), thereby substantially limiting the scope of Plaintiffs' class claims. If the
17 Court enforced Defendant's arbitration agreement with Class Members, Class Members who signed the
18 arbitration agreement would only be able to pursue the claims alleged in this lawsuit in arbitration. Further,
19 in my experience, the vast majority of Class Members would not opt to pursue their individual claims in
20 arbitration. In other words, the likelihood that the majority of Class Members would even pursue, much
21 less obtain, any recovery for the claims alleged in this lawsuit is slim. This fact further supports a finding
22 that the Settlement is fair and reasonable, because the potential exposure to Defendant is limited as a result
23 of the arbitration agreements.

24 87. Plaintiffs also considered the significant risk that the Court may deny class certification
25 and/or reverse a favorable ruling on the merits on appeal. Defendant's records indicate that there are
26 approximately 1,179 Class Members who held various non-exempt positions at hundreds of different
27 construction sites in California, thereby making class certification extremely challenging. Moreover,
28 Defendant maintained facially lawful policies for meal breaks, rest breaks, timekeeping, and compensation

1 of wages since at least May 2023. Thus, Plaintiffs would need to show Defendant undermined its formal
2 policies by way of a common practice of wage and hour violations that was uniform among many different
3 non-exempt positions and hundreds job sites—a formidable obstacle to class certification. Defendant also
4 required Class Members to attest as to whether they received their meal and rest breaks; refuting these
5 attestations could also require individualized inquiries in whether employees actually received said breaks.
6 Similarly, Plaintiffs would have faced challenges presenting common proof of the claims and damages
7 stemming from allegations that Plaintiffs and Class Members were required to work off the clock absent
8 time records confirming these allegations. These risks are obviated by the \$2,000,000 Settlement.

9 88. Plaintiffs would have also faced several challenges in prevailing on their class wage and
10 hour claims on the merits. Specifically, Plaintiffs risked that: (1) the Court would find Class Members
11 have been paid all wages due and work expenses owed; (2) the Court would find that any off-the-clock
12 work was done without Defendant’s knowledge; (3) the Court would find Defendant did not willfully fail
13 to pay all wages upon termination of employment; (4) the Court would find Defendant had not
14 intentionally failed to comply with wage statement requirements; and (5) Plaintiffs’ damages calculations
15 could be substantially undercut at trial. Further, even if Plaintiffs were successful in proving the merits of
16 the class action claims, Defendant would likely submit an appeal, thereby risking the decision is
17 overturned or substantially delayed.

18 89. Thus, while the Gross Settlement Amount represents a discount on the overall exposure to
19 Defendant, assuming Plaintiffs prevailed on all issues pertinent to class certification, established liability
20 on all claims, and proved damages to the full extent as estimated, this reduction in compromise is
21 extremely reasonable considering the substantial risks Plaintiffs would have faced in maintaining class
22 certification and establishing liability on all claims on behalf of all Class Members against Defendant.

23 90. Moreover, continued litigation would likely be extremely expensive and would reduce and
24 substantially delay any recovery by Class Members. In contrast, the proposed Settlement will guarantee
25 that Class Members receive timely relief, substantial monetary recovery, and avoid the risk of an
26 unfavorable judgment.

27 91. Absent a settlement, the Parties would likely spend considerable time, effort, and money
28 on additional discovery, motion practice, and trial. The Parties would have to undergo extensive and

1 time-consuming discovery, including discovery related to class certification and the merits, if the case did
2 not settle. While the Parties have conducted substantial discovery, they have not yet completed all written
3 discovery, witness depositions, expert depositions, and persons most knowledgeable depositions required
4 to file the motion for class certification or to analyze potential exposure for trial purposes, among other
5 things.

6 92. Plaintiffs would need to file several additional motions to compel discovery absent
7 settlement. There would also be a motion for class certification and/or motion for decertification. I also
8 believe the Parties would have filed cross motions for summary judgment and several motions in limine
9 prior to the trial.

10 93. Indeed, even if Plaintiffs certified the class, proved all the class claims at trial, and
11 recovered the full amount of damages as estimated, it is likely that Defendant would appeal any judgment
12 in Plaintiffs' favor, potentially drawing out the litigation for many more years with no guarantee of
13 recovery by Plaintiffs or the Class. As a result, the Parties would incur considerably more attorneys' fees
14 and costs through trial. This Settlement avoids all those risks, and the accompanying expenses, and instead
15 provides immediate and substantial monetary relief.

16 94. Plaintiffs and Class Counsel acknowledge the cost and delay of continued proceedings
17 necessary to prosecute the action through trial and appeal and, in bringing this action, carefully considered
18 the uncertain outcome and the risks associated with any litigation, particularly complex actions such as
19 this.

20 95. Based on my experience litigating almost exclusively wage and hour claims, I believe for
21 settlement purposes it would be appropriate to discount the value of the Class claims to represent the risks
22 of failing to maintain class certification, the risks of not prevailing at trial, and the risks associated with
23 any subsequent appeals. The Gross Settlement Amount of \$2,000,000.00 is a fair and reasonable
24 compromise of the claims alleged in the Action, based on the strengths and weaknesses of the claims and
25 the avoidance of further risk, and the time and expense of pursuing the claims.

26 **SETTLEMENT TERMS**

27 96. **Settlement Class:** The Class is defined as Plaintiffs and all current and former hourly-paid
28 or non-exempt construction employees employed by Defendant in California during the Class Period.

(Settlement, ¶ 1.6.) The Class excludes Defendant’s office and service employees. (*Id.*) The “Class Period” is the period from October 5, 2019 through August 18, 2025. (Settlement, ¶ 1.12.)

97. **Gross Settlement Amount:** The Gross Settlement Amount (“GSA”) is the total amount of \$2,000,000.00 that Defendant will pay as a result of the Settlement. The Gross Settlement Amount includes: (1) the Individual Class Payments; (2) Class Counsel Fees and Expenses; (3) the Administration Expenses Payment; (4) the PAGA Penalties; and (5) the Class Representative Service Payments. The Gross Settlement Amount excludes the employer’s share of payroll taxes, which shall be paid separately by Defendant. All amounts to be paid by Defendant shall be paid to a Qualified Settlement Fund (“QSF”), which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to the Settlement shall be paid out of the QSF. (Settlement, ¶¶ 1.24, 7.3.)

98. **Net Settlement Amount:** The Net Settlement Amount is the amount of the Gross Settlement Amount remaining after subtracting the Class Counsel Fees and Expenses, the PAGA Penalties, the Administration Expenses Payment, and the Class Representative Service Payments, as approved and awarded by the Court. The Net Settlement Amount will be distributed to the Class Members who do not timely request exclusion from the Settlement (“Participating Class Members”). (Settlement, ¶ 1.30.)

99. If the Court awards the full amount of the requested Class Counsel Fees and Expenses, the PAGA Penalties, the Administration Expenses Payment, and the Class Representative Service Payments, the Net Settlement Amount available for distribution to participating Class Members will equal approximately \$1,146,743.33. This estimated value of the Net Settlement Amount is calculated as follows:

a. Class Representative Service Payments:	\$30,000.00
b. Administration Expenses Payment:	\$13,990.00
c. Class Counsel Attorneys’ Fees:	\$666,666.67
d. Class Counsel Litigation Expenses:	\$45,000.00
e. <u>PAGA Penalties:</u>	<u>\$100,000.00</u>
Net Settlement Amount:	\$1,146,743.33

100. **Administration Expenses Payment:** The Administration Expenses Payment are the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering

1 the Settlement, currently projected by the Parties not to exceed \$13,990.00. (Settlement, ¶ 3.5.) The Parties
2 propose that Apex Class Action LLC (“Apex”) be appointed by the Court to serve as the Settlement
3 Administrator. (Settlement, ¶ 1.2.)

4 101. **PAGA Penalties:** The Parties agreed to allocate the sum of \$100,000.00, which will be
5 allocated from the Gross Settlement Amount, to settle the claims for civil penalties pursuant to PAGA.
6 (Settlement, ¶ 1.35.) Of the total \$100,000.00 PAGA Penalties, 75% (\$75,000.00) will be paid to the
7 LWDA, while the remaining 25% (\$25,000.00) will be known as the “Individual PAGA Payment” and
8 will be distributed to Aggrieved Employees. (Settlement, ¶¶ 1.26, 1.29, 1.35.)

9 102. **Class Representative Service Payments:** The Class Representative Service Payments are
10 the sums to be paid to Plaintiff Sy and Plaintiff Hernandez in recognition of their efforts in obtaining the
11 benefits of the Settlement and for their willingness to provide a full and separate general release of their
12 claims. (Settlement, ¶¶ 1.14, 3.3.) The total amount of the Service Awards shall not exceed \$30,000.00,
13 with each Plaintiff requesting a Service Award of not more than \$15,000.00 per individual. (*Id.*)

14 103. **Class Counsel Fees and Expenses:** The Class Counsel Fees Payment is the award of fees
15 to be paid to Class Counsel for the services they have rendered and will render to the Class in this action.
16 The Class Counsel Expenses Payment is the amount allocated to Class Counsel for reimbursement of
17 reasonable costs incurred to prosecute this action. Class Counsel shall apply to the Court for an award of
18 attorneys’ fees in an amount up to one-third of Gross Settlement Amount (i.e., \$666,666.67), plus an award
19 of actual litigation expenses incurred in an amount not to exceed \$45,000.00. (Settlement, ¶¶ 1.8, 3.4.)

20 104. **Individual Class Payments:** The term “Individual Class Payment” means the portion of
21 the Net Settlement Amount allocable to each Participating Class Member. (Settlement, ¶ 1.25.) The Net
22 Settlement Amount will be allocated to Participating Class Members on a pro rata basis according to the
23 number of workweeks each Class Member worked during the Class Period. (Settlement, ¶ 3.6.) Thus,
24 Participating Class Members shall be allocated a pro rata share of the Net Settlement Amount based on
25 the ratio of the number of each Class Member’s workweeks to the total number of workweeks for all Class
26 Members, which will then be multiplied by the Net Settlement Amount. (*Id.*)

27 105. Class Members will not have to submit a claim form in order to participate in the
28 Settlement. (Settlement, ¶ 3.1.) Each Class Member who does not timely submit a Request for Exclusion

1 will be mailed a check representing his or her Individual Class Payment for the Released Class Claims.
2 (Settlement, ¶ 7.5.3.)

3 106. Within fourteen (14) calendar days after the Court grants preliminary approval, Defendant
4 will provide the Settlement Administrator with a list of all Class Members including their name,
5 last-known mailing address, dates of employment, last four digits of their Social Security Number, the
6 total number of workweeks worked during the Class Period, and the total number of pay periods worked
7 during the PAGA Period (the “Class Data”). (Settlement, ¶ 1.9.)

8 107. Defendant has identified a class size of approximately 1,179 Class Members,
9 913 Aggrieved Employees, 106,134 workweeks, and 55,251 pay periods as of June 18, 2025.

10 108. If all estimated 1,179 Class Members participate in the Settlement, the average Individual
11 Class Payment is estimated to be approximately \$972.64 per Class Member.

12 109. Based on the estimated 931 Aggrieved Employees, the average portion of the Individual
13 PAGA Payment to be distributed to each Aggrieved Employee is estimated to be approximately \$26.85.

14 110. I believe the Settlement provides for the fairest way to distribute the Settlement proceeds
15 to the Class Members, which is to calculate each Class Member’s share of the Settlement proceeds based
16 on the number of workweeks worked by each Class Member during the Class Period, because it takes into
17 consideration the length of time each Class Member worked and the number of violations suffered during
18 the Class Period.

19 111. I also believe the Settlement provides substantial monetary relief to the Class Members and
20 that the estimated average recovery of approximately \$972.64 per Class Member is an exceptional result
21 for the hotly contested claims in this Action.

22 112. **Released Parties:** The Released Parties are Defendant and each of its former and present
23 directors, officers, partners, shareholders, owners, managers, agents, attorneys, insurers, re-insurers,
24 sureties, bonding companies, predecessors, successors, and assigns. (Settlement, ¶ 1.41.)

25 113. **Released Class Claims:** All Participating Class Members, on behalf of themselves and
26 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
27 and assigns, shall release the above-mentioned Released Parties from any and all “Released Class Claims”
28 arising during the Class Period. (Settlement, ¶ 5.3.) The “Released Class Claims” are “all claims that were

1 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and
2 facts ascertained in the course of the Actions, including any and all claims involving any alleged:
3 (a) failure to provide meal periods and/or pay premium wages; (b) failure to authorize and permit rest
4 periods and/or pay premium wages; (c) failure to timely pay all minimum, regular, and/or overtime wages;
5 (d) failure to reimburse for business expenses; (e) failure to timely pay all wages due and owing upon
6 separation of employment and/or the required waiting time penalties; (f) failure to furnish accurate
7 itemized wage statements; (g) failure to maintain accurate employment records; and (h) violations of
8 Business & Professions Code sections 17200- 17204.” (*Id.*) Participating Class Members do not release
9 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security, workers’
11 compensation, or claims based on facts occurring outside the Class Period. (*Id.*)

12 114. **Released PAGA Claims:** All Aggrieved Employees, Plaintiffs, and the State of California
13 (through Plaintiffs as Private Attorneys General) are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
15 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
16 have been alleged, based on the facts stated in the Operative Complaint during the PAGA Period,
17 Plaintiffs’ PAGA Notices, and facts ascertained in the course of the Actions (the “Released PAGA
18 Claims”). (Settlement, ¶ 5.4.) The “Released PAGA Claims” shall include any and all claims involving
19 any alleged: (a) failure to provide legally compliant meal periods and/or pay premium wages for
20 non-compliant meal periods during employment in violation of Labor Code §§ 226.7, 512, 558, and the
21 “Meal Periods” section of the applicable IWC Wage Order; (b) failure to authorize and permit legally
22 compliant rest periods and/or pay premium wages for non-compliant rest periods during employment in
23 violation of Labor Code § 226.7 and the “Rest Periods” section of the applicable IWC Wage Order;
24 (c) failure to timely pay all minimum, regular, and/or overtime wages during employment in violation of
25 Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours
26 and Days of Work” sections of the applicable IWC Wage Order; (d) failure to reimburse for all necessary
27 business expenses in violation of Labor Code § 2802; (e) failure to timely pay all wages due and owing
28 upon separation of employment and/or the required waiting time penalties in violation of Labor Code

1 §§ 201-203; (f) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226,
2 226.3, and the “Records” section of the applicable IWC Wage Order; (g) failure to maintain accurate
3 employment records in violation of Labor Code §§ 1174, 1174.5, and the “Records” section of the
4 applicable IWC Wage Order; and (h) retaliation in violation of Labor Code §§ 98.6 and 1102.5. (*Id.*)

5 115. **Release by Named Plaintiffs:** The Named Plaintiffs release, on behalf of themselves and
6 their respective former and present spouses, representatives, agents, attorneys, heirs, executors,
7 administrators, successors, and assigns, Released Parties from any and all claims, demands, obligations,
8 actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys’ fees, losses and
9 expenses, known or unknown, suspected or unsuspected, filed or unfiled, they may have or have had
10 against Defendant arising out of any known or unknown fact, condition or incident occurring prior to the
11 date of the Settlement Agreement including, without limitation, any claims, demands, charges, causes of
12 action, or complaints arising out of or in connection with Plaintiffs’ employment with Defendant or the
13 cessation thereof. (Settlement, ¶ 5.1.) Except as to the claims explicitly excluded in the Agreement,
14 Plaintiffs’ general release includes claims of harassment, discrimination, and/or retaliation in violation of
15 State or Federal law; all claims for failure to accommodate and/or failure to engage in the interactive
16 process; violations, interference with and/or retaliation for requesting and taking a leave of absence under
17 State or Federal law; all claims of violation of public policy, including a claim for wrongful and/or
18 constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort
19 and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and
20 fair dealing; all claims for unpaid wages, commissions, or other benefits, including minimum wage,
21 regular, overtime, double time, vacation, associated penalties and/or premiums, and expense
22 reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims
23 for stock options; all claims for inaccurate wage statements; all claims for the alleged failure to pay all
24 wages at separation; all claims for failure to timely provide documents for review and/or inspection; any
25 claim for unlawful or unfair business practices; and claim regarding rights created in response to
26 COVID-19, and any other applicable laws, regulations, and rules; all claims for emotional distress; and
27 any and all claims and potential claims generally relating to Plaintiffs’ employment with Defendant and/or
28

1 the cessation thereof, including any alleged violation of any federal, state or other governmental statute,
2 regulation, ordinance, or executive order. (*Id.*)

3 116. Plaintiffs expressly waive the protections of California Civil Code section 1542. The
4 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
5 known or believed by them to exist may hereafter be discovered. It is their intention to settle fully and
6 release all of the claims they now have against the Released Parties, whether known or unknown,
7 suspected or unsuspected. The Service Awards shall be paid to Plaintiffs specifically in exchange for the
8 general release of the Released Parties from all claims. (Settlement, ¶ 5.2.)

9 117. **Taxation and Withholding:** 20% of each Participating Class Member's Individual Class
10 Payment will be allocated to settlement of wage claims, which are subject to tax withholding and will be
11 reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class
12 Payment will be allocated to settlement of claims for interest and penalties, which will be reported on IRS
13 1099 Forms. (Settlement, ¶ 3.7.)

14 118. **Effective Date:** The Effective Date means the date by when both of the following have
15 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
16 (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
17 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or
18 more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
19 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate
20 court affirms the Judgment and issues a remittitur. (Settlement, ¶ 1.19.)

21 119. **Funding Schedule:** Defendant will provide the Settlement Administrator with sufficient
22 funds to make all payments due to Plaintiffs, Class Counsel, the LWDA, the Settlement Administrator,
23 and the Class Members, plus any owed payroll taxes, no later than thirty (30) days after the Effective Date.
24 (Settlement, ¶ 4.2.)

25 120. **Uncashed Checks:** No unclaimed amounts will revert to Defendant. Any funds associated
26 with checks from the Net Settlement Amount that remain uncashed after 180 days shall be sent to the State
27 Controller's Office, Unclaimed Property Division in the name of the Class Member or Aggrieved
28 Employee. (Settlement, ¶ 4.6.)

CLASS NOTICE AND NOTICE PLAN

121. A true and correct copy of the proposed Class Notice is attached as **Exhibit A** to the Settlement Agreement.

122. The Notice is accurate and informative, and summarizes the lawsuit, including the contentions and denials of the Parties, the proceedings to date, and the terms and conditions of the Settlement in plain language and in an informative and coherent manner. The Class Notice also fully informs Class members of the terms of the Settlement, of its effect on their rights, of their options as Class Members (i.e., to object, opt out or request exclusion, or to do nothing and receive payment), and of the consequences of exercising each option. The Class Notice notifies Class Members of their reported compensable workweeks and the estimated Individual Class Payment they will receive if the Settlement is finally approved. The Class Notice also outlines the procedures and deadlines for requesting exclusion from the Settlement, for submitting objections to the Settlement, and for disputing the number of workweeks and PAGA Pay Periods. The Class Notice further explains how to contact the Settlement Administrator in the event the Class Members want more information.

123. The Class Notice also states the amount of the proposed Service Awards to be paid to the Named Plaintiffs; states the amount of the requested Fee and Expense Award; states the amount to be paid to the LWDA; states the amount to be paid as Administration Expenses Payment; states the date, time, and place of the final approval hearing; and explains how Class Members can obtain additional information and view a copy of the Settlement.

124. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that the final settlement approval decision has yet to be made.

125. The Parties agreed to hire Apex Class Action LLC, an experienced third-party administrator, to serve as the Settlement Administrator that will disseminate the Class Notice, pending Court approval.

126. In addition, Class Counsel negotiated two separate methods of address verification for the Class Members prior to the mailing of the Class Notice. The Settlement Administrator will perform a National Change of Address (NCOA) search, as well as an Accurint® (or substantially similar) in-depth

1 skip trace to attempt to obtain the best possible address for the Class Members, if necessary. Accurint® is
2 a search database that provides a much more reliable updated address than an NCOA search alone, as it
3 attempts to locate individuals using information from credit bureaus and public records. Whereas an
4 NCOA search requires Class Members to maintain an updated address with the U.S. Postal Service, the
5 Accurint® search will locate newer addresses for Class Members who, for example, recently applied for
6 a credit card or have an account with a utility company. Moreover, the Settlement Administrator will
7 perform a second in-depth search if any Class Notice is returned as undeliverable without a forwarding
8 address. (Settlement, ¶ 4.4.)

9 127. Class Members who wish to exclude themselves from the Settlement must submit a written
10 request to be excluded from the Class to the Settlement Administrator. To be valid, the Request for
11 Exclusion must be postmarked no later than 45 calendar days following the initial mailing of the Class
12 Notice (the “Response Deadline”). (Settlement, ¶ 1.43.) The Request for Exclusion must include the Class
13 Member’s name, address, email address or phone number, and a statement communicating the Class
14 Member’s election to be excluded from the Settlement. (Settlement, ¶ 7.5.1.)

15 128. Participating Class Members who wish to object to the Settlement may notify the
16 Settlement Administrator of his or her objection or appear in court to present verbal objections at the Final
17 Approval Hearing. (Settlement, ¶ 7.7.2.)

18 129. Any Class Member who properly requests exclusion will not receive any payment from
19 the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or
20 comment thereon. Any Class Member who does not submit a valid and timely Request for Exclusion will
21 be bound by all terms of the Settlement and any judgment entered in the Action once the Settlement is
22 approved by the Court. Class Members may not exclude themselves from the PAGA portion of the
23 Settlement. (Settlement, ¶ 7.5.3.)

24 130. I believe the proposed notice plan, calling for first-class mailed notice to all Class
25 Members, as well as in-depth skip tracing at the outset and further in-depth skip tracing on Class Notices
26 returned without a forwarding address, is consistent with class notices approved by other state and federal
27 courts, and under the circumstances here is the best notice practicable and the method most likely to reach
28 the greatest number of Class Members.

CLASS COUNSEL'S FEES AND COSTS ARE REASONABLE

131. With a Gross Settlement Amount of \$2,000,000.00, the Settlement results in a substantial benefit to all Class Members and provides meaningful relief for the disputed wage and hour claims, which I believe places it well within the range of reasonableness.

132. Class Counsel will request an attorneys' fee award in the amount of \$666,666.67, which is equal to one-third of the Gross Settlement Amount. Class Counsel will also seek reimbursement of reasonable litigation costs in an amount not to exceed \$45,000.00.

133. Class Counsel has come to the following fee split agreement for which Plaintiffs have agreed to in writing: 50% of the total amount awarded as fees to GrahamHollis APC and 50% of the total amount awarded as fees to North Law P.C.

134. These attorneys' fees in the amount of \$666,666.67 are warranted and reasonable because of the substantial work and effort Class Counsel incurred to achieve the Settlement on behalf of the Class.

135. Class Counsel has spent significant time and effort on tasks including, but not limited to: meeting and interviewing Plaintiffs; preparing and sending pre-litigation letters to Defendant requesting documents and the employment file for each Plaintiff; preparing and filing pre-litigation notice letters with the LWDA; preparing and filing the Complaint, First Amended Complaint, Second Amended Complaint, and Third Amended Complaint; propounding and responding to extensive formal discovery; attending four Informal Discovery Conferences to resolve discovery disputes; filing two motions for leave to amend the complaint; filing three motions to compel discovery responses; opposing Defendant's motion to compel discovery responses and motion to disqualify; conducting lengthy interviews with Class Members in preparation for mediation; performing legal and factual research; preparing for and participating in mediation; conducting a thorough analysis of the timekeeping and payroll records for Plaintiffs and the Class Members; and preparing and finalizing the settlement agreement.

136. Class Counsel anticipates engaging in substantial additional work on behalf of the Class if the Settlement gets preliminarily approved, including work overseeing the notice process, reviewing and approving the individual payment calculations prepared by the Settlement Administrator, and answering questions Class Members might have about the Settlement.

1 137. The fee request at final approval will be supported by a detailed explanation of the
2 qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the
3 amount of time worked on the various tasks performed on behalf of Plaintiffs and the Class. Similarly, the
4 expenses request will be supported at the time of final approval with an explanation of the amount and
5 nature of the expenses incurred.

6 138. Although case law supports fee awards as high as 50 percent on common settlement funds
7 of less than \$10 million, Class Counsel's request for an attorneys' fees award of one-third of the Gross
8 Settlement Amount – or \$666,666.67 – is both reasonable and fair in light of the time, money, and effort
9 invested in this case to date.

10 139. Over the course of nearly three years since Plaintiffs filed the initial complaint in this
11 matter, Class Counsel has committed and continues to commit significant financial and staffing resources
12 to the representation of Plaintiffs and the Class Members. This work resulted in the proposed Settlement,
13 which provides significant benefits to Plaintiffs and the Class Members. Moreover, Class Counsel
14 undertook this action on a contingency basis, thereby bearing all the costs of this very complex, risky,
15 expensive, and time-consuming litigation.

16 140. In making a fee request in a class action case, I always analyze the factors that a court must
17 consider in awarding fees. I believe that such circumstances exist here to justify the requested attorneys'
18 fees award of one-third of the Gross Settlement Amount, including: (a) the work involved in achieving an
19 excellent result for the Class and bringing the action to an efficient conclusion; and (b) the associated risks
20 to my firm in taking a matter on a contingency basis.

21 141. All costs incurred were necessary for the prosecution of this action, would normally have
22 been billed to a client paying for Class Counsel's services on a non-contingency basis, and were reasonable
23 for a case such as this. Class Counsel's request for reimbursement of actual litigation expenses, which will
24 not exceed \$45,000.00, is reasonable, and all costs were necessarily incurred in pursuit of the Settlement.

25 142. Class Counsel's cost agreement requires that costs shall be divided up and reimbursed to
26 each firm based on the amount of costs actually incurred by each firm.

27 143. In my opinion, the requested Fee and Expense Award takes into account the excellent result
28 and the risk undertaken in bringing this case on a purely contingent basis, advancing all costs to date, and

1 deferring payment for all the time that Class Counsel has worked on this case, with no guarantee that any
2 of the fees and costs incurred would ever be recovered.

3 144. I believe the requested Fee and Expense Award is fair and reasonable, and that all fees and
4 expenses were necessarily incurred in pursuit of the Settlement. I believe that the time spent working on
5 this case by attorneys and paralegals at my firm reflect the reasonable and necessary amount of time
6 needed to properly represent the interests of the Class.

7 **CLASS REPRESENTATIVE SERVICE PAYMENTS TO PLAINTIFFS**

8 145. At the same time as Class Counsel's fee request, Plaintiffs will request Class
9 Representative Service Payments in the amount of \$15,000.00 each, for a total of \$30,000.00, which shall
10 be in addition to the Individual Class Payments to which each Plaintiff is entitled as a Class Member. Such
11 service awards are routinely made in wage and hour class action cases such as this one, particularly when,
12 as here, Plaintiffs initiated the action by seeking legal assistance from Class Counsel, assisted with the
13 preparation of the LWDA notice letters and complaints, regularly communicated with Class Counsel via
14 telephone and email, provided and reviewed relevant documents and information, responded to hundreds
15 of written discovery requests, identified potential witnesses, sat for their depositions, attended a hearing,
16 helped prepare for mediation, and worked closely with Class Counsel throughout this litigation to protect
17 the best interests of the Class. A thorough description of the time and efforts made by Plaintiffs in pursuing
18 this case are included in Plaintiffs' respective declarations, filed concurrently herewith.

19 146. Each Plaintiffs' participation was an essential element that allowed Class Counsel to reach
20 the Settlement. I believe other Class Members would not have taken any action individually, and the Class
21 Members would not have received the compensation afforded by this Settlement but for the contributions
22 by the Plaintiffs.

23 147. Plaintiffs also assumed the risk of an adverse judgment and the financial responsibility of
24 such judgment by bringing and maintaining the action. By stepping forward as the class representatives,
25 they jeopardized the availability of prospective employment because their name is now associated with a
26 lawsuit against their employer. Plaintiff Sy's criminal history, much of which had been legally expunged,
27 was the subject of many pleadings filed with this Court, thereby further putting him at risk with future
28 employment opportunities.

1 148. Furthermore, under the terms of the Settlement, Plaintiffs have agreed to a general release
2 of their claims (including potentially viable claims for retaliation and wrongful termination), which is an
3 expansive release that is not required of the other Class Members who will only execute a limited release
4 of claims.

5 149. I believe that the requested Service Awards of \$15,000.00 each, for a total of \$30,000.00,
6 are fair and reasonable, and are in line with awards granted in similar actions.

7 **PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

8 150. For the purposes of Settlement, Plaintiffs contend, and Defendant does not dispute, that
9 provisional certification of the Class is appropriate.

10 151. The Class definition is precise, objective, presently ascertainable, and makes abundantly
11 clear who is a Class Member.

12 152. Class Members can be identified easily by way of Defendant's records. Defendant
13 maintained records containing relevant information about Plaintiffs and Class Members, including, but
14 not limited to, full dates of employment during the Class Period; job title; full name; employee ID number;
15 complete payroll information; mailing address; email address; and telephone number.

16 153. Defendant has identified approximately 1,179 putative Class Members. Thus, the proposed
17 Class satisfies the numerosity requirement.

18 154. During discovery, Defendant produced employee handbooks, policies, and procedures that
19 Plaintiffs contend were applicable to all Class Members during the Class Period. Defendant's PMQ
20 provided testimony on the policies and practices that applied to the Class Members. After reviewing the
21 documents, data, and testimony produced, I believe common issues of fact and law predominate as to each
22 of the claims alleged on behalf of Class Members. All Class Members were subject to the same policies
23 and procedures throughout the Class Period, and the legality of these policies and practices raises common
24 questions applicable to all Class Members. As such, common issues of fact and law exist as to all Class
25 Members and predominate over any individualized issues affecting the Class.

26 155. At all times during their employment with Defendant, Plaintiffs were to be classified as
27 non-exempt, hourly-paid construction employees and were subject to the same policies and procedures as
28 other Class Members. Therefore, Plaintiffs' claims are typical of the Class because they were subject to

1 the same alleged illegal policies, procedures, practices, and course of conduct as all other Class Members.

2 156. Throughout the pendency of this litigation, Plaintiffs had no conflict of interest with the
3 Class and have, along with Class Counsel, worked toward a positive resolution of this case for over two
4 years, demonstrating their dedication to prosecuting this action and obtaining the best possible recovery
5 for the Class. Plaintiffs can and will adequately represent the interests of all Class Members because
6 Plaintiffs seek to obtain the same relief as all other Class Members: full compensation and penalties due
7 to them. Since all Class Members need to demonstrate the same elements to recover on their claims, the
8 interests of Class Members are sufficiently aligned with those of Plaintiffs' and Plaintiffs can be expected
9 to pursue the interests of all Class Members adequately. In addition, Plaintiffs retained counsel with
10 extensive experience in prosecuting complex wage and hour class actions who have worked diligently to
11 obtain the proposed settlement for the Class.

12 157. I believe that this case could not have continued without the efforts of each Named Plaintiff
13 or their desire to obtain this positive result for the Class. There are no conflicts between Plaintiffs, Class
14 Counsel, and the putative Class Members.

15 158. It is my opinion that this Settlement is fair, reasonable, and adequate, and is in the best
16 interests of the Class.

17 I declare under penalty of perjury under the laws of the State of California and the United States
18 that the foregoing is true and correct. Executed this 20th day of August, 2025, in San Diego, California.

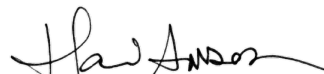
19
20 
21 HALI M. ANDERSON
22
23
24
25
26
27
28

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Rathy Sy (“Plaintiff Sy”) and Sergio Villarreal Hernandez (“Plaintiff Hernandez” and together with Plaintiff Sy, “Plaintiffs”) and Defendant Pacific Rim Mechanical Contractors, Inc. (“Defendant”). Plaintiffs and Defendant shall collectively be referred to as “Parties.”

1. DEFINITIONS.

1.1. “Actions” means the pending the civil action against Defendant titled *Sy et al. v. Pacific Rim Mechanical Contractors, Inc.*, Superior Court of the State of California, County of San Diego Case No. 37-2023-00043406-CU-OE-CTL, and the previous civil action against Defendant titled *Hernandez v. Pacific Rim Mechanical Contractors, Inc.*, Superior Court of California, County of San Diego Case No. 37-2023-00043240-CU-OE-CTL.

1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means Plaintiffs and all current and former hourly-paid or non-exempt construction employees employed by Defendant in California at any time between August 1, 2022 through August 18, 2025, or the date the Court grants Preliminary Approval of the Settlement, whichever is sooner. Office and service employees are excluded from this settlement.

1.6. “Class Member” means Plaintiffs and all current and former hourly-paid or non-exempt construction employees employed by Defendant in California at any time between October 5, 2019 through August 18, 2025, or the date the Court grants Preliminary Approval of the Settlement, whichever is sooner. Office and service employees are excluded from this settlement.

1.7. “Class Counsel” means Hali M. Anderson and Allison E. Schubert of GrahamHollis APC, and Hengameh S. Safaei of North Law, P.C.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

1.9. “Class Data” means Class Member identifying information in Defendant’s possession consisting of the Class Member’s name, last-known mailing address, dates of employment, last four digits of Social Security number, number of Workweeks worked during the Class Period, and number of Pay Periods worked during the PAGA Period.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the Court-approved notice of class action settlement to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 5, 2019 through August 18, 2025, or the date the Court grants Preliminary Approval of the Settlement, whichever is sooner.

1.13. “Class Representatives” and “Plaintiffs” mean named Plaintiffs Rathy Sy and Sergio Villarreal Hernandez.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. “Complaint” refers to the operative Third Amended Class and PAGA Representative Action Complaint filed by Plaintiffs in the Action titled *Sy et al. v. Pacific Rim Mechanical Contractors, Inc.*, Superior Court of the State of California, County of San Diego Case No. 37-2023-00043406-CU-OE-CTL.

1.16. “Court” means the Superior Court of California, County of San Diego.

1.17. “Defendant” means Pacific Rim Mechanical Contractors, Inc.

1.18. “Defense Counsel” means Chad T. Wishchuk and Marlene C. Nowlin of Finch, Thornton & Baird, LLP.

1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Exclusion List” means the list containing the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.21. “Final Approval Order” means the Court’s order granting Final Approval of the Settlement.

1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement pursuant to the Final Approval Order.

1.24. “Gross Settlement Amount” or “GSA” means \$2,000,000, which is the total amount Defendant agrees to pay under the Settlement, except for the employer’s share of applicable payroll tax obligations that Defendant shall separately pay. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payments, and the Administrator’s Expenses.

1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.26. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32. “PAGA Period” means the period from August 1, 2022 through August 18, 2025, or the date the Court grants Preliminary Approval of the Settlement, whichever is sooner.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

1.34. “PAGA Notices” means all of Plaintiffs’ letters and notices to the LWDA including, without limitation, Plaintiff Sy’s July 31, 2023 and September 1, 2023 letters to the LWDA and Defendant, and Plaintiff Hernandez’s October 4, 2023 letter to the LWDA and Defendant, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and Request for Exclusion from the Settlement.

1.37. “PAGA Pay Period” means any pay period during which an Aggrieved Employee was employed by Defendant and worked at least one shift during the PAGA Period.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, partners, shareholders, owners, managers, agents, attorneys, insurers, re-insurers, sureties, bonding companies, predecessors, successors, and assigns.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may prepare and submit a “Request for Exclusion” to the Settlement Administrator. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Actions effected by this Agreement and the Final Approval Order.

1.45. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited (i) Workweeks worked during the Class Period or (ii) Pay Periods Worked during the PAGA Period, received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.46. “Workweek(s)” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On October 5, 2023, Plaintiff Sy filed a PAGA action against Defendant seeking civil penalties for wage and hour violations and a Labor Code retaliation claim. On November 9, 2023, Plaintiff

Sy filed a First Amended Complaint to add allegations under the PAGA for failure to provide employment and personnel records upon request. On March 29, 2024, Plaintiff Sy filed a Second Amended Complaint, which alleged class claims against Defendant for (1) failure to provide legally compliant meal periods and/or pay premium wages; (2) failure to authorize or permit legally compliant rest periods and/or pay premium wages; (3) failure to pay all minimum and regular wages; (4) failure to pay all overtime wages; (5) failure to reimburse for necessary business expenses; (6) failure to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (7) failure to furnish accurate itemized wage statements; and (8) violation of California's unfair competition law (the "*Sy Action*").

2.2. On October 5, 2023, Plaintiff Hernandez filed a class action complaint against Defendant in the Superior Court of California, County of San Diego, Case No. 37-2023-00043240-CU-OE-CTL, alleging: (1) failure to pay overtime; (2) failure to provide meal periods and/or pay meal period premiums; (3) failure to authorize and permit rest breaks and/or pay rest break premiums; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse necessary business expenses; and (8) violations of Business & Professions Code sections 17200-17204. On October 30, 2023, Plaintiff Hernandez filed a First Amended Class Action and Representative Action Complaint adding a cause of action for civil penalties under the PAGA (the "*Hernandez Action*").

2.3. On May 16, 2025, Plaintiffs' motion to amend to add Plaintiff Hernandez to the *Sy Action* was granted by the Court and the *Hernandez Action* was thereafter dismissed.

2.4. On June 6, 2025, Plaintiffs jointly filed the operative Third Amended Class and PAGA Representative Action Complaint ("*Operative Complaint*") against Defendant alleging: (1) violations under PAGA; (2) failure to provide legally compliant meal periods and/or pay premium wages; (3) failure to authorize or permit legally compliant rest periods and/or pay premium wages; (4) failure to pay all minimum and regular wages; (5) failure to pay all overtime wages; (6) failure to reimburse for necessary business expenses; (7) failure to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (8) failure to furnish accurate itemized wage statements; and (9) violation of California's unfair competition law.

2.5. Defendant denies Plaintiffs' claims and allegations in the Actions, Operative Complaint, and/or PAGA Notices, denies any failure to comply with the laws identified in the Actions, Operative Complaint, and/or PAGA Notices, and denies any and all liability for the causes of action alleged by Plaintiffs in the Actions, Operative Complaint, and/or PAGA Notices.

2.6. Defendant denies Plaintiffs' claims and allegations in the PAGA Notices, denies any failure to comply with the laws identified in the PAGA Notices, and denies any and all liability for the causes of action and claims alleged in the PAGA Notices.

2.7. On June 18, 2025, the Parties participated in an all-day private mediation presided over by the Honorable Carl J. West (Ret.), which resulted in this Agreement to settle the Actions.

2.8. Prior to mediation, Plaintiffs obtained through formal and informal discovery information and documents, including but not limited to Plaintiffs' personnel files, Plaintiffs' payroll and time records, a random sampling of time and pay records for approximately 82 employees, information regarding Defendant's policies and practices, information relating to the number of Class Members and Aggrieved

Employees, and various aggregate data including the number of Workweeks and PAGA Pay Periods. Plaintiffs' investigation 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*").

2.9. The Court has not granted class certification.

2.10. The Parties, Class Counsel and Defense Counsel represent that other than the Actions filed by Plaintiffs, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.11. The Parties agree this Agreement reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant agrees to pay Two Million Dollars and Zero Cents (\$2,000,000) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3. To Plaintiffs: Class Representative Service Payments to the Plaintiffs not to exceed \$15,000 each, for a total of up to \$30,000, for the time and work they performed in connection with the Actions. The Class Representative Service Payments are separate from and in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and Aggrieved Employees. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.4. To Class Counsel: A Class Counsel Fees Payment of one-third of the GSA, which is currently estimated to be \$666,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00 to GrahamHollis APC and \$15,000.00 to North Law P.C., for a total of \$45,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts.

Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.5. To the Administrator: An Administrator Expenses Payment not to exceed \$13,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.6. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.7. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.8. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.9. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.10. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.11. If the Court approves PAGA Penalties of less than the amount requested, the Administrator

will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Data. Based on a review of its records as of the June 18, 2025 mediation, Defendant certified approximately 1,179 Class Members collectively worked a total of 106,134 Workweeks. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later thirty (30) days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and an Aggrieved Employee, the Class Payment and Individual PAGA Payment may be contained in one check. Before mailing any checks, the Settlement Administrator must run one Accurant (or substantially similar) skip trace as well as perform one basic search on the National Change of Address Database to attempt to obtain the best possible address for the Class Members and Aggrieved Employees.

4.5. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need

not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.6. For any 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 represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member of Aggrieved Employee leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.7. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. As of the date Defendant fully funds the Gross Settlement Amount and the employers' share of payroll taxes pursuant to the terms of this Agreement, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Releases. Upon funding of the settlement, to the fullest extent permitted by law, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns generally, fully, finally, and forever waive, release, and discharge Released Parties from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, they may have or have had against Defendant arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement including, without limitation, any claims, demands, charges, causes of action, or complaints arising out of or in connection with Plaintiffs' employment with Defendant or the cessation thereof. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of action, obligations, charges, liabilities, attorneys' fees, costs, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to accommodate and/or failure to engage in the interactive process; violations, interference with and/or retaliation for requesting and taking a leave of absence under State or Federal law; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid wages, commissions, or other benefits, including minimum wage, regular, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims for stock options; all claims for inaccurate wage statements; all claims for the alleged failure to pay all wages at separation; all claims for failure to timely provide documents for review and/or inspection; any claim for unlawful or unfair business practices; and claim regarding rights created in response to COVID-19, and any other applicable laws, regulations, and rules; all claims for emotional distress; and any and all claims and potential claims generally relating to Plaintiffs' employment with Defendant and/or the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;
- (7) The California Business and Professions Code;
- (8) The Employee Retirement Income Security Act, as amended;
- (9) The California Family Rights Act;
- (10) The Americans with Disabilities Act;
- (11) The Family Medical Leave Act;
- (12) The California Pregnancy Discrimination Act;
- (13) The California Industrial Welfare Commission Wage Orders;
- (14) The National Labor Relations Act;
- (15) The Immigration Reform and Control Act;
- (16) California Occupational Safety and Health Act, or the Federal equivalent;
- (17) The Worker Adjustment and Retraining Notification Act;
- (18) The Families First Coronavirus Response Act;
- (19) COVID-19 Supplemental Paid Sick Leave; and
- (20) The California Labor Code.

Plaintiff's general releases described above shall be collectively referred to in this Agreement as Plaintiffs' Releases. Plaintiffs acknowledge and agree that Plaintiffs' Releases include, without limitation, all claims, transactions, and/or occurrences that occurred during the Class Period or PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Actions, Operative Complaint, and/or PAGA Notices; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Actions, Operative Complaint, and PAGA Notices. Plaintiffs' Releases do not extend to any claims or actions to enforce this Agreement, or to any claims that cannot be waived as a matter of law such as claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs by executing this Agreement further represent and acknowledge they are currently unaware of any basis to make a claim for workers' compensation benefits at this time, and Plaintiffs represent, warrant and affirm no factual basis exists for a claim for increased compensation under *California Labor Code* section 132a based upon all facts and circumstances surrounding their alleged employment with Defendant and/or alleged employment with Released Parties and its termination.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Releases in all respects have been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in California *Civil Code* section 1541, that is, the extinguishment of obligations herein designated.

5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of

section 1542 of the California Civil Code, which reads:

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

5.3 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and facts ascertained in the course of the Actions, including any and all claims involving any alleged: (a) failure to provide meal periods and/or pay premium wages; (b) failure to authorize and permit rest periods and/or pay premium wages; (c) failure to timely pay all minimum, regular, and/or overtime wages; (d) failure to reimburse for business expenses; (e) failure to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; (f) failure to furnish accurate itemized wage statements; (g) failure to maintain accurate employment records; and (h) violations of Business & Professions Code sections 17200-17204 (the “Released Class Claims”) during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: All Aggrieved Employees, Plaintiffs, and the State of California (through Plaintiffs as Private Attorneys General) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the PAGA Period, Plaintiffs’ PAGA Notices, and facts ascertained in the course of the Actions (the “Released PAGA Claims”), including any and all claims involving any alleged: (a) failure to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods during employment in violation of Labor Code §§ 226.7, 512, 558, and the “Meal Periods” section of the applicable IWC Wage Order; (b) failure to authorize and permit legally compliant rest periods and/or pay premium wages for non-compliant rest periods during employment in violation of Labor Code § 226.7 and the “Rest Periods” section of the applicable IWC Wage Order; (c) failure to timely pay all minimum, regular, and/or overtime wages during employment in violation of Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order; (d) failure to reimburse for all necessary business expenses in violation of Labor Code § 2802; (e) failure to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties in violation of Labor Code §§ 201-203; (f) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of the applicable IWC Wage Order; (g) failure to maintain accurate employment records in violation of Labor Code §§ 1174, 1174.5, and the “Records” section of the applicable IWC Wage Order; and (h) retaliation in violation of Labor Code §§ 98.6 and 1102.5.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will expeditiously prepare and

file the motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Defendant’s Declaration in Support of Preliminary Approval. Within fifteen (15) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (vi); and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods worked during the PAGA Period (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendant are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by email, fax, or mail a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks Or Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks or Pay Periods worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume the Workweeks and Pay Periods worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over

the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Pay Periods Worked by Class Members and Aggrieved Employees and the per Pay Period value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records as of the date of June 18, 2025, mediation, Defendant certified approximately 1,179 Class Members collectively worked a total of 106,134 Workweeks. The Parties agree that if the number of Workweeks exceeds 106,134 by more than ten percent (10%), the Gross Settlement Amount will be increased proportionately for each additional workweek above the ten percent (10%) threshold. For example, if the number of Workweeks increases by eleven percent (11%), the Gross Settlement Amount shall be increased by one percent (1%). Furthermore, if the number of Class Members increases such that it requires an increase in the settlement administrator's bid, Defendant will cover that additional cost outside of the GSA amount.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. On the date set forth in the Order for Preliminary Approval and Class Notice, the Final Approval Hearing shall be held before the Court in order to: (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider

any objections made and all responses by the Parties to such objections. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Defense Counsel shall provide any edits to the Motion for Final Approval two (2) calendar days prior to the filing deadline. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement

Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions, Operative Complaint, or PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, enter the Final Approval Order, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. If any of the events described above do not occur, the Settlement and this Agreement shall be null and void and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.1 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, if any; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Class Counsel will not post any mention of the settlement on their website that includes any identification of Defendant by name. Plaintiffs' counsel may reference the settlement only as a construction industry settlement without reference to Defendant's specific type of work

12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate

with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.7 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the

execution of this Agreement. Class Counsel and Plaintiffs agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Lawsuit, Defendant or the Released Parties, or the settlement of this Lawsuit. Class Counsel and Plaintiffs agree that any website or social media posting will refer to the Settlement only as a construction industry settlement without identification of Defendant by name, and without reference Defendant's specific type of work.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

GRAHAMHOLLIS APC
Hali M. Anderson
handerson@grahamhollis.com
Allison E. Schubert
aschubert@grahamhollis.com
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

NORTH LAW, P.C.
Hengameh S. Safaei
safaei@northlegalpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025

Telephone: (213) 868-3232

Facsimile: (213) 315-0162

To Defendant:

FINCH, THORNTON & BAIRD, LLP

4747 Executive Drive, Suite 700

San Diego, CA 92121

Chad T. Wishchuk

cwishchuk@ftblaw.com

Marlene C. Nowlin

mnowlin@ftblaw.com

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

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

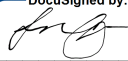
Dated: _____

PLAINTIFF RATHY SY:

Plaintiff Rathy Sy

Dated: 8/12/2025

PLAINTIFF SERGIO VILLARREAL HERNANDEZ

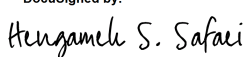
DocuSigned by:


Plaintiff Sergio Villarreal Hernandez

Dated: 8/12/2025

COUNSEL FOR PLAINTIFF:

North Law, P.C.

DocuSigned by:


Hengameh S. Safaei

Attorney for Plaintiff Sergio Villarreal Hernandez

Dated: _____

COUNSEL FOR PLAINTIFF:

GrahamHollis APC

Hali Anderson

Telephone: (213) 868-3232

Facsimile: (213) 315-0162

To Defendant:

FINCH, THORNTON & BAIRD, LLP

4747 Executive Drive, Suite 700

San Diego, CA 92121

Chad T. Wishchuk

cwishchuk@ftblaw.com

Marlene C. Nowlin

mnowlin@ftblaw.com

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

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 8/13/2025

PLAINTIFF RATHY SY:

DocuSigned by:

Rathy Sy

454F0A010A0C4DA...

Plaintiff Rathy Sy

Dated: _____

PLAINTIFF SERGIO VILLARREAL HERNANDEZ

Plaintiff Sergio Villarreal Hernandez

Dated: _____

COUNSEL FOR PLAINTIFF:

North Law, P.C.

Hengameh S. Safaei

Attorney for Plaintiff Sergio Villarreal Hernandez

Dated: 8/12/2025

COUNSEL FOR PLAINTIFF:

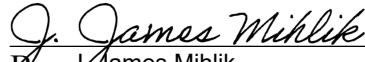
GrahamHollis APC

Hali Anderson

Attorney for Plaintiff Rathy Sy

Dated: _____

DEFENDANT:
PACIFIC RIM MECHANICAL CONTRACTORS INC.


By: J. James Mihlik

Title: CFO

Dated: 8/12/2025

DEFENDANT'S COUNSEL:
FINCH, THORNTON & BAIRD, LLP



Chad Wishchuk, Counsel for Defendant PACIFIC RIM
MECHANICAL CONTRACTORS INC.

END OF DOCUMENT

Exhibit “A”

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Sy et al. v. Pacific Rim Mechanical Contractors, Inc.
San Diego Superior Court Case No. 37-2023-00043406-CU-OE-CTL

Hernandez v. Pacific Rim Mechanical Contractors, Inc.
San Diego Superior Court Case No. 37-2023-00043240-CU-OE-CTL

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Pacific Rim Mechanical Contractors, Inc. (“Defendant”) for alleged wage and hour violations. The Action by former employees Rathy Sy and Sergio Villarreal Hernandez (“Plaintiffs”) seeks payment of back wages and other relief for a class of hourly construction employees of Defendant who worked in California (“Class Members”) during the Class Period (October 5, 2019 through XXXXX); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all hourly construction employees of Defendant who worked in California during the PAGA Period (August 1, 2022 through XXXXX) (“Aggrieved Employees”). Office and service employees are excluded from this settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys

(“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is	Defendant must pay Individual PAGA Payments to all PAGA Group members and the PAGA Group members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by ____ _____	The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to provide legally compliant meal periods and/or pay premium wages; failing to authorize or permit legally compliant rest periods and/or pay premium wages; failing to pay all minimum and regular wages; failing to pay all overtime wages; failing to reimburse for necessary business expenses; and failing to furnish accurate itemized wage statements, among other things. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiffs are represented by counsel in the Action (“Class Counsel”) and Defendant is represented by counsel (“Defense Counsel”). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,000,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$666,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$45,000.00 for litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.
 - B. \$15,000.00 as a Class Representative Award to each of the Plaintiffs, for a total of \$30,000, for filing the Action, working with Class Counsel and representing the Class. The Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA

Payment.

C. Up to \$13,990.00 to the Administrator for services administering the Settlement.

D. \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are deposited with the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). 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 the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member’s name, present

address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks and pay periods worked, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

(Match exact language Paragraph 5.3).

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases are as follows:

(Match exact language from Paragraph 5.4).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Period you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of Workweeks or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and PAGA Pay Period based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your

address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action *Sy et al. v. Pacific Rim Mechanical Contractors, Inc.*, San Diego Superior Court Case No. 37-2023-00043406-CU-OE-CTL and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Sy et al. v. Pacific Rim Mechanical Contractors, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on INSERT DATE at

INSERT TIME in Department C-71 of the Superior Court of the State of California, County of San Diego located at the Hall of Justice, 330 W Broadway, San Diego, CA 92101. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. You may also check the Court's website for the most current information.
<https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecasesearch>

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department C-71. Instructions for appearing remotely are provided at: <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings> and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://odyroa.sdcourt.ca.gov/Cases> and entering the Case Number for the Action.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

<u>Class Counsel:</u>
GRAHAMHOLLIS APC Hali M. Anderson handerson@grahamhollis.com Allison E. Schubert aschubert@grahamhollis.com 3555 Fifth Avenue, Suite 200 San Diego, California 92103 Telephone: 619.692.0800 Facsimile: 619.692.0822

NORTH LAW, P.C.
Hengameh S. Safaei
safaei@northlegalpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: (213) 868-3232
Facsimile: (213) 315-0162

Settlement Administrator:

Apex Class Action LLC
Email Address
Mailing Address
Telephone Number
Fax Number
Website url

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

EXHIBIT 3

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by Graham Hollis, A.P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, is an ongoing case which has been certified as a class action by Judge Johnson.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.

- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.
- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.
- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.

- *Digiacombo v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.

- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791 class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.

- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.

- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.

- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc.* (Representative Action), settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.

- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean (Representative Action)*, settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.

- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.