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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CARLOS SOLANO MARTINEZ,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

L.A. COUNTY MASONRY, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 23STCV22388

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

Complaint filed: September 15, 2023

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Carlos Solano Martinez, individually and on behalf of the Settlement Class, and Defendant L.A. County Masonry, Inc..

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled “*Martinez v. L.A. County Masonry, Inc.*,” Case No. 23STCV22388, initiated on September 15, 2023 and pending before the Superior Court of the State of California, County of Los Angeles.

3. “Class Counsel” means Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, i.e. Ninety Eight Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$98,666.67) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA Period;

1 and (8) any other information requested by the Settlement Administrator in order to effectuate the
2 terms of the Settlement.

3 6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt
4 employees of Defendant who were employed by Defendant in the State of California at any time
5 during the Class Period.

6 7. "Class Period" means the period from September 15, 2019, through May 15, 2024.

7 8. "Class Representative" means Carlos Solano Martinez in his capacity as
8 representative of the Participating Class Members.

9 9. "Class Representative Incentive Payment" means the amount that the Court
10 authorizes to be paid to Plaintiff Carlos Solano Martinez, in addition to his Individual Settlement
11 Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of
12 the Action and in exchange for the General Release of his claims as provided herein.

13 10. "Court" means the Superior Court of the State of California for the County of Los
14 Angeles.

15 11. "Defendant" means L.A. County Masonry, Inc.

16 12. "Defense Counsel" means Michael H. Brody and Jared R. Sohn of LightGabler
17 LLP.

18 13. "Effective Date" means the later of the following: (a) if no timely objections are
19 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b)
20 if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being
21 filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such
22 appeal in a way that does not alter the terms of the settlement.

23 14. "Final Approval" means the Court entering an order granting final approval of the
24 Settlement Agreement.

25 15. "Gross Settlement Amount" means the sum of Two Hundred and Ninety Six
26 Thousand Dollars (\$296,000.00). The Gross Settlement Amount is non-reversionary; no portion
27 of the Gross Settlement Amount will return to Defendant.

1 16. “Individual Settlement Payment” means the amount payable from the Net
2 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
3 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
4 Payments shall be paid by a Settlement Check made payable to Participating Class Members
5 and/or PAGA Members.

6 17. “Net Settlement Amount” means the funds available for payments to the Class,
7 which shall be amount remaining after the following amounts are deducted from the Gross
8 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
9 Administration Costs, (4) Class Representative Incentive Payment to Plaintiff; and (5) the PAGA
10 Payment to the LWDA and PAGA Members.

11 18. “Notice” means the Notice of Class Action Settlement in a form substantially
12 similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’ last known
13 addresses and which will provide Class Members with information regarding the Action and
14 information regarding the settlement of the Action.

15 19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
16 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

17 20. “PAGA Payment” means the amount that the Parties have agreed to allocate in
18 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
19 2698, *et seq.*)(“PAGA”). The Parties have agreed that Twenty Thousand Dollars (\$20,000.00) of
20 the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.
21 Seventy Five Percent (75%) of this amount (\$15,000.00) will be paid to the California Labor and
22 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five
23 Percent (25%) of this amount (\$5,000.00), will be distributed to PAGA Members on a *pro rata*
24 basis, based on the total number of Workweeks worked by each PAGA member during the PAGA
25 Period. PAGA Members will receive payment from the employee portion of the PAGA Payment
26 regardless of their decision to participate in the class action if the PAGA Payment is approved by
27 the Court.

28 21. “PAGA Period” means the period from September 15, 2022, through May 15, 2024.

22. "PAGA Members" means all current and former hourly-paid non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

23. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

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

25. "Plaintiff" means Carlos Solano Martinez.

26. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

27. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employee's social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. "Released Class Claims" means claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action, and that arose during the Class Period, including, but not limited to all causes of action for unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; meal and rest break premiums; wage statement violations, reimbursement of necessary business expenditures, violations of the California Business and Professions Code, civil penalties, interest, liquidated damages, attorneys' fees and costs, claims under California Labor Code sections 201-203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1182.12, and 2802, and violations of the applicable Industrial Welfare Commission Wage Order that could have been raised based on the facts alleged. (The "Released Class Claims"). It is understood and agreed that Released Class Claims do not include claims outside the Class Period

1 or that could not have been raised based on the facts alleged in the operative complaint. The
2 Released Class Claims do not include claims for workers' compensation, unemployment, or
3 disability benefits of any nature, nor any claims, actions, or causes of action which may be
4 possessed by the Class Members under state or federal discrimination statutes, including, without
5 limitation, the California Fair Employment and Housing Act, California Government Code section
6 12940, et seq.; the Unruh Civil Rights Act, California Civil Code section 51, et seq.; the California
7 Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans
8 with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement Income
9 Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq.; and all of their implementing
10 regulations and interpretive guidelines.

11 29. "Released PAGA Claims" means all claims for civil penalties under the California
12 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
13 alleged both in the PAGA Notice Letter provided to the LWDA and in the operative complaint,
14 and that arose during the PAGA Period, including but not limited to penalties that could have been
15 awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

16 30. "Released Parties" means Defendant L.A. County Masonry, Inc. and its past,
17 present and/or future, direct and/or indirect, officers, directors, members, managers, agents,
18 representatives, trustees, beneficiaries, subrogees, heirs, executors, insurers, attorneys, insurers,
19 partners, investors, shareholders, administrators, present and former parent companies,
20 subsidiaries, shareholders, affiliates, divisions, predecessors, successors, assigns, and joint
21 venturers.

22 31. "Request for Exclusion" means a valid and timely written statement submitted by
23 a Class Member requesting to be excluded from the Action. To be effective, the Request for
24 Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four
25 digits of the Class Member's Social Security number and/or the Employee ID number and (b) a
26 statement requesting to be excluded from the settlement of the class claims. To be effective, the
27 Request for Exclusion must be post-marked by the Response Deadline and received by the
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1 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of
2 claims arising under the Private Attorneys General Act.

3 32. "Response Deadline" means the date sixty (60) days after the Settlement
4 Administrator mails Notice to Class Members and the last date on which Class Members may
5 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
6 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
7 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
8 Exclusion, written objections, or workweek disputes will be extended fifteen (15) calendar days
9 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th
10 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
11 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
12 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
13 however, will the Settlement Administrator have the authority to unilaterally extend the Response
14 Deadline.

15 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

16 34. "Settlement Administrator" means Apex Class Action, LLC.

17 35. "Settlement Administration Costs" mean the costs payable from the Gross
18 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
19 but not limited to, printing, distributing, and tracking documents for this Settlement,
20 calculating/confirming the class member Workweeks from the information contained in the Class
21 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
22 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
23 duties and responsibilities set forth herein to process this Settlement, and as requested by the
24 Parties. Settlement Administration Costs shall not exceed Four Thousand Seven Hundred Sixty
25 Five Dollars (\$4,765.00).

26 36. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and
27 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for
28 Defendant.

TERMS OF AGREEMENT

37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

38. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 4,200 Workweeks between September 15, 2019, and April 15, 2024. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 420 Workweeks) Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 165,503 Workweeks, the Gross Settlement Amount will increase by 1%.

39. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date of the Settlement, Defendant will fund and deposit one-half (1/2) of the Gross Settlement Amount (\$148,000.00) and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fourteen (14) calendar days of the Effective Date. Defendant shall fund the remaining half of the Gross Settlement Amount (\$148,000.00) within six (6) months after Final Approval of the Settlement.

40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of Defendant's complete funding of the Settlement, the Settlement Administrator will issue

1 payments in the amount approved by the Court for: (a) the Individual Settlement Payments; (b)
2 the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class
3 Representative Incentive Payment; (d) Class Counsel's Fees and Costs and (e) Settlement
4 Administration Costs.

5 41. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
6 motion by Class Counsel for attorneys' fees of not more than Ninety Eight Thousand Six Hundred
7 Sixty Six Dollars and Sixty Seven Cents (\$98,666.67) plus the reimbursement of costs and
8 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
9 Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement
10 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall
11 be reallocated to the Net Settlement Amount and distributed to Participating Class Members as
12 provided in this Agreement.

13 42. Class Representative Incentive Payment: Defendant agrees not to oppose or object
14 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Five
15 Thousand Dollars (\$5,000) for Plaintiff Carlos Solano Martinez. The Class Representative
16 Incentive Payment is in exchange for the General Release of the Plaintiff's individual claims and
17 for his time, effort and risk in bringing and prosecuting the Action. Any portion of the requested
18 Class Representative Incentive Payment that is not awarded to Plaintiff shall be reallocated to the
19 Net Settlement Amount and distributed to Participating Class Members as provided in this
20 Agreement.

21 43. Settlement Administration Costs: The Settlement Administrator will be paid for the
22 reasonable costs of administration of the Settlement and distribution of payments from the Gross
23 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
24 not exceed Four Thousand Seven Hundred Sixty Five Dollars (\$4,765.00).

25 44. PAGA Payment: Twenty Thousand Dollars (\$20,000.00) shall be allocated from
26 the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The
27 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Fifteen
28 Thousand Dollars (\$15,000.00), to the California Labor and Workforce Development Agency

(“LWDA”). Five Thousand Dollars (\$5,000.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount:	\$	296,000.00
Plaintiff’s Incentive Payment:	\$	5,000.00
Class Counsel’s Fees:	\$	98,666.67
Class Counsel’s Costs:	\$	20,000.00
PAGA Payment	\$	20,000.00
Settlement Administration Costs:	\$	4,765.00
Estimated Net Settlement Amount	\$	\$147,568.33

46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:
The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member’s estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

1 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by
2 adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The
3 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all
4 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's
5 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate
6 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this
7 portion of their Individual Settlement Payment regardless of whether they opt out of the
8 participation regarding the class claims.

9 c) Allocation of Individual Settlement Payments: The Class Portion of
10 each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each
11 Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as
12 interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each
13 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual
14 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS
15 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
16 Settlement Administrator.
17

18 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
19 Participating Class Members under this Settlement, as well as any other payments made pursuant
20 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
21 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
22 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
23 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
24 affect any rights, contributions, or amounts to which any Class Members may be entitled under
25 any benefit plans.

26 48. Settlement Administration Process: The Parties agree to cooperate in the
27 administration of the Settlement and to make all reasonable efforts to control and minimize the
28 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will

1 provide the following services:

- 2 a) Establish and maintain a Qualified Settlement Fund.
- 3 b) Calculate the Individual Settlement Payment each Participating Class
- 4 Member is eligible to receive and the portion of the PAGA Payment each
- 5 PAGA Member shall receive.
- 6 c) Print and mail the Notice.
- 7 d) Conduct additional address searches for mailed Notices that are returned as
- 8 undeliverable.
- 9 e) Process Requests for Exclusion, field inquiries from Class Members,
- 10 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and
- 11 1099 Tax Forms and any other filings required by any governmental taxing
- 12 authority.
- 13 g) Provide declarations and/or other information to this Court as requested by
- 14 the Parties and/or the Court regarding the settlement administration process.
- 15 h) Provide weekly status reports to counsel for the Parties.
- 16 i) Posting a notice of final judgment online at Settlement Administrator's
- 17 website.
- 18 j) Translate the Notice from English to Spanish.
- 19 k) Identify Opt-Outs and Report Opt-Outs to the Parties.

20 49. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary

21 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material

22 term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the

23 Agreement.

24 50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the

25 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members

26 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in

27 the Class List.

28 51. Confirmation of Contact Information in the Class List: Prior to mailing, the

1 Settlement Administrator will perform a search based on the National Change of Address Database
2 for information to update and correct for any known or identifiable address changes. Any Notice
3 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
4 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
5 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
6 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
7 the correct address using a skip-trace, or other search using the name, address and/or Social
8 Security number of the Class Member involved, and will then perform a single re-mailing. If any
9 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
10 current employee, then Defendant shall make all reasonable efforts to obtain the current address
11 from the Class Member and provide the same within fourteen (14) calendar days of notice from
12 the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by
13 skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days
14 or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek
15 dispute.

16 52. Notice: All Class Members will be mailed a Notice in both English and Spanish.
17 Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
18 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
19 respective Class Member worked for Defendant during the Class Period; (e) each Class Member's
20 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
21 Payments; (f) the dates which comprise the Class Period; (g) instructions on how to opt-out of and
22 object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests
23 for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released,
24 as set forth herein; and (j) the date for the final approval hearing.

25 53. Disputed Information on Notice: Class Members will have an opportunity to
26 dispute the information provided in their Notice. To the extent Class Members dispute the number
27 of Workweeks with which they have been credited or the amount of their Individual Settlement
28 Payment, Class Members may produce evidence to the Settlement Administrator showing that

1 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
2 records will be presumed determinative. However, if a Class Member produces evidence to the
3 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
4 Member and the Parties will make the final decision as to the number of eligible Workweeks that
5 should be applied and/or the Individual Settlement Payment to which the Class Member may be
6 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

7 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as
8 to the requirements listed herein, that Class Member will be given an opportunity to cure the
9 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
10 business days of receiving the defective submission to advise the Class Member that his or her
11 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
12 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
13 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
14 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
15 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
16 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

17 55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
18 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
19 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
20 address, telephone number, and the last four digits of the Class Member's Social Security number
21 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
22 settlement of the class claims. The date of the postmark on the return mailing envelope receipt
23 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
24 timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response
25 Deadline and received by the Settlement Administrator. All Requests for Exclusion will be
26 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defense
27 Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not
28 request exclusion from the Action will be bound by all terms of the Settlement Agreement if the

1 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
2 as to the release of claims arising under the Private Attorneys General Act.

3 56. Defendant's Right to Rescind: If more than ten percent (10%) of the Class Members
4 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
5 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
6 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
7 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
8 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
9 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
10 Costs incurred to the date of rescission.

11 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
12 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
13 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
14 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
15 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
16 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the
17 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General
18 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the
19 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the
20 Court.

21 58. Objection Procedures: To object to the Settlement, a Participating Class Member
22 must postmark a valid Objection to the Settlement Administrator on or before the Response
23 Deadline. The Objection must be signed by the Participating Class Member and contain all
24 information required by this Settlement Agreement including the employees full name, address,
25 telephone number, the last four digits of their social security number and/or Employee ID number,
26 the name of the case and case number, and the specific reason including any legal grounds for the
27 Participating Class Members objection. The postmark date will be deemed the exclusive means
28 for determining that the Notice of Objection is timely. Participating Class Members who fail to

object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

59. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter

1 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
2 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
3 agree no unclaimed funds will result from the settlement.

4 61. Administration of Taxes by the Settlement Administrator: The Settlement
5 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
6 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
7 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
8 for forwarding all payroll taxes and penalties to the appropriate government authorities.

9 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal
10 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
11 relying on any statement, representation, or calculation by Defendant or by the Settlement
12 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
13 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
14 described herein. Defendant's share of any employer payroll taxes and other required employer
15 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's
16 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
17 Amount.

18 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
20 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
21 communication or disclosure between or among the Parties or their attorneys and other advisers,
22 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
23 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
24 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
25 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
26 connection with this Agreement, (b) has not entered into this Agreement based upon the
27 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
28 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party

1 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
2 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
3 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
4 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
5 including any transaction contemplated by this Agreement.

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

10 65. Release by Participating Class Members: Upon the complete funding of the Gross
11 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
12 Class Members shall fully release and discharge the Released Parties from the Released Class
13 Claims that arose during the Class Period. This release shall be binding on all Participating Class
14 Members.

15 66. Release by the State of California and LWDA: Upon the complete funding of the
16 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA
17 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge
18 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The
19 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise
20 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf
21 of the LWDA based on the same factual predicate as this action and covering the same time period.

22 67. Release of Additional Claims & Rights by Plaintiff: Upon the complete funding of
23 the Gross Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional
24 following General Release: In consideration of Defendant's promises and agreements as set forth
25 herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims
26 and Released PAGA Claims and also generally release and discharge the Released Parties from
27 any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which
28 have been or could have been asserted against the Released Parties arising out of or relating to his

1 employment by Defendant or termination thereof, including but not limited to claims for wages,
2 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
3 of employment. This release specifically includes any and all claims, demands, obligations and/or
4 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
5 provided by the Settlement Agreement) relating to or in any way connected with the matters
6 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
7 particularly described herein. Specifically, Plaintiff Carlos Solano Martinez, waives all rights and
8 benefits afforded by California Civil Code Section 1542, which provides:

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

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Sections 132(a) and 4553)

18 68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
19 reporting policy regarding any future employment references related to Plaintiff. In the event that
20 any potential or future employers of Plaintiff request a reference regarding Defendant's
21 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
22 employment and job titles during employment. Defendant shall not refer to the Action or this
23 Settlement.

24 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
25 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
26 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
27 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
28 documents generated to bring it into effect, will be null and void, all amounts deposited into the

1 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
2 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
3 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement
4 for any reason, the Parties agree that they will return to and attend mediation with a mutually
5 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

6 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
7 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
8 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
9 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
10 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
11 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
12 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
13 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
14 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
15 completely approve the Agreement as to the Action will result in this Settlement Agreement and
16 the Memorandum of Understanding entered into by the Parties, and all obligations under this
17 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

18 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
19 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
20 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
21 determine the Final Approval of the Settlement Agreement along with the amounts properly
22 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
23 Representative Incentive Payment; and (d) the Settlement Administration Costs. Class Counsel
24 will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by
25 the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the
26 entry of any Order by another Court with regard to any of the Action which has the effect of
27 modifying material terms of this Agreement or preventing the full and complete approval of the
28 Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all

obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

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

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

74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

75. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

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

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

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

6 79. Execution and Counterparts: This Settlement Agreement is subject only to the
7 execution of all Parties. However, the Settlement Agreement may be executed in one or more
8 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
9 of the signature page, will be deemed to be one and the same instrument provided that counsel for
10 the Parties will exchange among themselves original signed counterparts.

11 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
12 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
13 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
14 litigation, taking into account all relevant factors, present and potential. The Parties further
15 acknowledge that they are each represented by competent counsel and that they have had an
16 opportunity to consult with their counsel regarding the fairness and reasonableness of this
17 Settlement.

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

22 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
23 class certification for purposes of this Settlement only; except, however, that either party may
24 appeal any court order that materially alters the Settlement Agreement's terms.

25 83. Class Action Certification for Settlement Purposes Only: The Parties agree to
26 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
27 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
28 that certification for purposes of the Settlement is not an admission that class action certification

1 is proper under the standards applied to contested certification motions and that this Agreement
2 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
3 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according
4 to the Settlement's terms.

5 84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
6 dispute that has arisen between them and to avoid the burden, expense and risk of continued
7 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
8 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
9 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
10 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
11 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
12 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
13 as an admission or concession by Defendant of any such violations or failures to comply with any
14 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
15 Agreement and its terms and provisions shall not be offered or received as evidence in any action
16 or proceeding to establish any liability or admission on the part of Defendant or to establish the
17 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
18 local or other applicable law. If, for any reason the Court does grant Preliminary Approval, Final
19 Approval or enter Judgment, Defendant reserves the right to contest certification of any class for
20 any reasons, and Defendant reserves all available defenses to the claims in the Action. The
21 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
22 and will not be admissible in connection with, any litigation (except for proceedings to enforce or
23 effectuate the Settlement and this Agreement).

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

27 86. Waiver: No waiver of any condition or covenant contained in this Settlement
28 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered

1 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
2 right or remedy.

3 87. Enforcement Action: In the event that one or more of the Parties institutes any legal
4 action or other proceeding against any other Party or Parties to enforce the provisions of this
5 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
6 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
7 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

13 89. Representation By Counsel: The Parties acknowledge that they have been
14 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
15 and that this Agreement has been executed with the consent and advice of counsel and reviewed
16 in full.

17 90. All Terms Subject to Final Court Approval: All amounts and procedures described
18 in this Settlement Agreement herein will be subject to final Court approval.

19 91. Cooperation and Execution of Necessary Documents: The Parties agree to
20 cooperate to promote participation in the Settlement, and in seeking court approval of the
21 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
22 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
23 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
24 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
25 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
26 released via this Agreement during the Settlement approval process prior to the funding of the
27 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
28 approved by the Court.

92. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

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

Dated: 6/18/2024

PLAINTIFF

DocuSigned by:

By:

Carlo Solano Martinez

B1BF6CB75935491...

CARLOS SOLANO MARTINEZ

Dated: June 18, 2024

PROTECTION LAW GROUP, LLP

By:

Heather Davis

Heather Davis

Amir Nayebdadash

D. Luke Clapp

Attorneys for Plaintiff,

CARLOS SOLANO MARTINEZ

1 Dated: 6/14/2024

DEFENDANT

L.A. COUNTY MASONRY, INC.

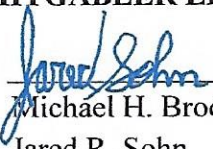
By: 

Name: Danny NGUYEN

Title: PRESIDENT

7 Dated: June 12, 2024

LIGHTGABLER LLP

By: 
Michael H. Brody

Jared R. Sohn

Attorneys for Defendant,

L.A. COUNTY MASONRY, INC.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Carlos Solano Martinez v. L.A. County Masonry, Inc.
Los Angeles County Superior Court, Case No. 23STCV22388

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid, non-exempt employees who are or were employed by L.A. County Masonry, Inc. in the State of California at any time between September 15, 2019, and May 15, 2024.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Carlos Solano Martinez (“Plaintiff”) a former employee of L.A. County Masonry, Inc. (“Defendant”) on September 15, 2023. The case is currently pending in the Los Angeles County Superior Court, Case No. 23STCV22388.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, did not maintain accurate payroll records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution.

Defendant strongly denies that it violated any laws or failed to pay any wages. Defendant contends that it complied with all applicable laws. Also, the Court has not made any rulings on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Carlos Solano Martinez, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case, all individuals who were employed by Defendant L.A. County Masonry, Inc. in the state of California as hourly-paid, non-exempt employees at any time from September 15, 2019, to May 15, 2024. All these people are referred to here as “Class Members”. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Carlos Solano Martinez as the Class Representative, and appointed his attorneys at Protection Law Group as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between September 15, 2019, and May 15, 2024.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Hundred and Ninety Six Thousand Dollars (\$296,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or Ninety Eight Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$98,666.67);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000);
- D. **Settlement Administration Costs** which are currently estimated to be Four Thousand Seven Hundred Sixty Five Dollars (\$4,765.00); and
- E. **PAGA Payment** in the amount of Twenty Thousand Dollars (\$20,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$15,000) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$5,000) will be distributed to hourly-paid, non-exempt employees who worked for Defendant between September 15, 2022, and May 15, 2024, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from September 15, 2019, to May 15, 2024 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment based on the number of pay periods you worked during the PAGA Period.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated as 100% Penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX pay periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between from September 15, 2019, to May 15, 2024, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks, where you and the Parties cannot agree, will be resolved and decided by the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the complete funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action, and that arose during the Class Period, including, but not limited to all causes of action for unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; meal and rest break premiums; wage statement violations, reimbursement of necessary business expenditures, violations of the California Business and Professions Code, civil penalties, interest, liquidated damages, attorneys' fees and costs, claims under California Labor Code sections 201-203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1182.12, and 2802, and violations of the applicable Industrial Welfare Commission Wage Order that could have been raised based on the facts alleged. (The "Released Class Claims"). It is understood and agreed that Released Class Claims do not include claims outside the Class Period or that could not have been raised based on the facts alleged in the operative complaint. The Released Class Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature, nor any claims, actions, or causes of action which may be possessed by the Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, et seq.; the Unruh Civil Rights Act, California Civil Code section 51, et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement

Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines.

The “Class Period” during which the release of Released Class Claims pertains is from September 15, 2019, to May 15, 2024.

Upon the complete funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, the LWDA, and the State of California, through Plaintiff as its agent and/or proxy, shall be deemed to have released and discharged the Released Parties from the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice Letter provided to the LWDA and in the operative complaint, and that arose during the PAGA Period, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from September 15, 2022, to May 15, 2024.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

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

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you must exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” **by no later than [DATE], or it will be invalid.** A Request for Exclusion Form has been provided for you to use. This form must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Carlos Solano Martinez v. L.A. County Masonry, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth 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 [DATE], or it will be invalid.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. (except if you worked between September 15, 2022, and May 15, 2024, in which case you will still receive the portion of your Individual Settlement Payment that arises under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
D. Luke Clapp, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$98,666.67 and reimbursement of litigation cost/expenses of up to \$20,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. An Objection Form has been sent with this Notice for you to use if you wish. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2024], at the Los Angeles County Superior Court—Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Los Angeles County Superior Court’s “LA Court Connect” website at <https://my.lacourt.org/laccwelcome>.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE
CLERK OF THE COURT OR THE JUDGE**