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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SERGIO OLIVARES GARCIA, an individual,
on behalf of himself and all others similarly
situated,

Plaintiff,

vs.

QUIKRETE CALIFORNIA, LLC, a California
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Lead Case No.: 23STCV30014

Consolidated for all purposes with
Case No. 24STCV03376

*Assigned for all purposes to the Honorable
William F. Highberger, SSC Dept. 10*

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

Class Action Filed: December 7, 2023
PAGA Action Filed: February 8, 2024
Consolidated FAC Filed: August 14, 2024

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and Private Attorneys General Act (“PAGA”) Settlement is entered into by and between Plaintiff Sergio Olivares Garcia, on behalf of himself and all others similarly situated, and as a proxy/agent for the State of California and the California Labor Workforce Development Agency (“LWDA”) to the extent permitted by law, on the one hand, and Defendant Quikrete California, LLC, on the other hand.

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. “Action” means the civil lawsuit entitled *Sergio Olivares Garcia v. Quikrete California, LLC*, Los Angeles County Superior Court, Lead Case No. 23STCV30014 consolidated for all purposes with Case No. 24STCV03376.

1.2. Administration Costs. “Administration Costs” means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant’s Counsel.

1.3. Administrator. “Administrator” means ILYM Group, Inc., the entity that will be responsible for the administration of the settlement and related matters as described in this Agreement.

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

1.5. Attorneys’ Fees and Costs Award. “Attorneys’ Fees and Costs Award” means a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and reasonable costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs separately addressed above).

1.6. Class Counsel. “Class Counsel” means Nazo Koulloukian and Hilary Silvia of Koul Law Firm, APC.

1 **1.7. Class Member.** “Class Member” means all current or former non-exempt employees
2 who worked for Defendant in California during the Class Period. This definition expressly excludes
3 any former non-exempt employees who worked for Defendant in California during the Class Period
4 who participated in the settlement of a prior action titled *Martinez v. Quikrete California, LLC* (LASC
5 Case No. BC616493) and who have not worked for Defendant in California after June 29, 2020.

6 **1.8. Class Notice.** “Class Notice” means the notice of class action settlement, substantially
7 in the form attached as **Exhibit A**.

8 **1.9. Class Period.** “Class Period” means December 7, 2019, through April 28, 2025, or the
9 date of the Preliminary Approval Order, whichever is earlier.

10 **1.10. Class Representative.** “Class Representative” means Plaintiff.

11 **1.11. Class Representative Award.** “Class Representative Award” means a Court approved
12 payment from the Gross Settlement Amount to Plaintiff in recognition of his efforts and work in
13 prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s additional
14 general release of claims inapplicable to Settlement Class Members.

15 **1.12. Class Representative’s Released Claims.** “Class Representative’s Released Claims”
16 means all claims, obligations, demands, actions, rights, causes of action, and liabilities against the
17 Released Parties, that were pled in any of the complaints in the Action or could have been pled based
18 on the facts alleged in any of the complaints in the Action, whether in law or equity, whether sounding
19 in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other
20 source of law, whether known or unknown, and whether anticipated or unanticipated, including
21 unknown claims covered by Civil Code § 1542 by the Class Representative, arising during the period
22 from the beginning of the Class Representative’s dates of employment with Defendant to the date on
23 which the Court enters Final Judgment, for any type of relief, including, without limitation, claims for
24 wages, business expenses, damages, unpaid costs, penalties (including civil and waiting time
25 penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution,
26 or equitable relief with the sole exception of any claims which cannot be released as a matter of law.
27 The Class Representative’s Released Claims include, but are not limited to, the Released Claims as
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1 well as any other claims under any provision of the Fair Labor Standards Act, any provision of the
2 California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, all
3 claims for statutory penalties that could have been sought by the Labor Commissioner for the
4 violations identified in Plaintiff's pre-filing letter(s) to the LWDA, and claims under state or federal
5 discrimination statutes, including, without limitation, the California Fair Employment and Housing
6 Act, California Government Code § 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code
7 § 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000
8 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; California's PAGA (Cal. Labor
9 Code § 2698, *et seq.*); Cal. Bus. and Prof. Code § 17200 *et seq.*; the Employee Retirement Income
10 Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; any IWC California Wage Orders and California Code
11 of Regulations, Title 8, section 11000, *et seq.*; and/or any other federal, state or local human rights,
12 civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or
13 public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach
14 of any contract (whether express, oral, written or implied from any source), or any claim of intentional
15 or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful
16 or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of
17 consortium, malpractice, breach of duty of care, breach of fiduciary duty; and all of their implementing
18 regulations and interpretive guidelines.

19 **1.13. Court.** "Court" means the Los Angeles County Superior Court.

20 **1.14. Defendant.** "Defendant" means Quikrete California, LLC.

21 **1.15. Defendant's Counsel.** "Defendant's Counsel" means James R. Evans, Jr., Ian A.
22 Wright, and Kaitlin H. Owen of Alston & Bird LLP.

23 **1.16. Effective Date.** "Effective Date" means the date by which the last of the following has
24 occurred: (i) the Agreement has been executed by all Parties, Class Counsel, and Defendant's
25 Counsel; (ii) the Court has entered the Preliminary Approval Order; (iii) the Class Notice has been
26 sent to the Class Members, providing them with an opportunity to object to the terms of the
27 Agreement; (iv) the Court has held a final approval hearing and entered a judgment granting the Final
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Approval Order, and no objections have been filed; or, if an objection has been filed, the period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order has elapsed without any appeal, writ or other appellate proceeding having been filed. In the event that the Final Judgment or Final Approval Order is vacated or otherwise reversed as a result of appeals practice, then this entire Agreement shall be void and unenforceable, the Action shall proceed as if no settlement has been attempted, and the costs of administration shall be split equally between the Parties, subject to the Parties' agreement to the contrary. In such event, except as otherwise stated in this Agreement, this Agreement and any documents in furtherance of this Agreement shall be inadmissible in any future proceedings in this Action or any other action.

1.17. Employer's Share of Payroll Taxes. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes including, but not limited to, FICA and FUTA, on the portion of the Individual Settlement Payments that constitutes wages.

1.18. Final Approval Order. "Final Approval Order" means the order entered by the Court upon granting final approval of the settlement and this Agreement as binding upon the Parties and Settlement Class Members. The Final Approval Order shall be posted on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of the Final Approval Order and Final Judgment.

1.19. Final Judgment. "Final Judgment" means the judgment granting final approval of the Agreement and judgment entered by the Court, and substantially in the form attached hereto as **Exhibit B**.

1.20. Gross Settlement Amount. "Gross Settlement Amount" means One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), which is the total amount available for distribution that Defendant has agree to pay according to the terms of this Agreement. The Gross Settlement Amount is inclusive of any and all Administration Costs, Attorneys' Fees and Costs Award, Class Representative Award, PAGA Penalty Payment, and Individual Settlement Payments that Defendant may be required to pay in connection with a Final Approval Order. The Gross Settlement Amount does not include the Employer's Share of Payroll Taxes.

1 **1.21. Individual Settlement Payment.** “Individual Settlement Payment” means an
2 individual Class Member’s potential allocation of the Net Settlement Amount.

3 **1.22. Martinez Settlement.** “Martinez Settlement” means the wage and hour class action
4 and PAGA settlement that obtained final approval on December 7, 2021, pertaining to the following
5 case: *Martinez v. Quikrete California, LLC*, Los Angeles County Superior Court Case No. BC616493.
6 By way of the preliminary and final approval orders in that case, the Martinez Settlement certified a
7 class for settlement purposes of all current and former non-exempt employees who worked for
8 Defendant in California during the Martinez Settlement Period.

9 **1.23. Martinez Settlement Period.** “Martinez Settlement Period” means any time between
10 April 8, 2012, and June 29, 2020.

11 **1.24. Net Settlement Amount.** “Net Settlement Amount” means the remainder of the Gross
12 Settlement Amount after Court approved deductions for the Attorneys’ Fees and Costs Award, Class
13 Representative Award, the payment to the LWDA in the amount of \$75,000.00 (representing 75% of
14 the PAGA Penalty Payment), and Administration Costs. The Net Settlement Amount (less applicable
15 withholdings attributed to the portion of Individual Settlement Payments designated as wages) will be
16 distributed to the Settlement Class Members and the PAGA Aggrieved Employees.

17 **1.25. PAGA Aggrieved Employees.** “PAGA Aggrieved Employees” means all current and
18 former hourly-paid or non-exempt employees who worked for Defendant within the State of
19 California at any time during the PAGA Period, even if the individual effectively opts out of the class
20 settlement.

21 **1.26. PAGA Penalty Payment.** “PAGA Penalty Payment” means \$100,000.00, of which
22 \$75,000.00 will be paid to the LWDA, representing 75% of PAGA civil penalties, with the remaining
23 25%, \$25,000.00 to be distributed among the PAGA Aggrieved Employees.

24 **1.27. PAGA Period.** “PAGA Period” means November 30, 2022, through April 28, 2025,
25 or the date of the Preliminary Approval Order, whichever is earlier.

26 **1.28. PAGA Release.** “PAGA Release” means the PAGA Aggrieved Employees’ release
27 of Released Parties from all PAGA claims and claims for PAGA penalties alleged in any iteration of
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1 the complaints filed by Plaintiff, and any letter submitted to the LWDA by Plaintiff seeking
2 authorization to pursue PAGA claims which occurred during the PAGA Period. The PAGA Release
3 expressly excludes claims for vested benefits, wrongful termination, unemployment insurance,
4 disability, social security, workers' compensation, and PAGA claims arising after the end of the
5 PAGA Period.

6 **1.29. Parties.** "Parties" means Plaintiff and Defendant.

7 **1.30. Plaintiff.** "Plaintiff" means Sergio Olivares Garcia.

8 **1.31. Preliminary Approval Order.** "Preliminary Approval Order" means an order
9 granting preliminary approval of the settlement pursuant to this Agreement.

10 **1.32. QSF.** "QSF" means the Qualified Settlement Fund set up by the Settlement
11 Administrator for the benefit of the Settlement Class Members and from which the settlement
12 payments shall be made. The QSF shall be an interest-bearing account(s) at a federally insured bank(s)
13 that is mutually acceptable to the Parties and the Settlement Administrator that is FDIC insured for
14 the full amount deposited. The Parties agree that the QSF shall be a non-reversionary fund and that
15 under no circumstance will there be any reversion to Defendant of any of the Gross Settlement
16 Amount.

17 **1.33. Released Claims.** "Released Claims" means all claims, demands, rights, liabilities,
18 and causes of action that were pled in any of the complaints in the Action or could have been pled
19 based on the facts alleged in any of the complaints in the Action, based on Defendant's alleged
20 violation of California Labor Code sections 200, 201, 202, 203, 218, 218.5, 226, 226.7, 227.3, 256,
21 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 1524, 2350, 2650, 2441, 2802,
22 3363, 3457, 6300, 6310, 6400 *et seq.*, and 6712, the applicable IWC Wage Orders, all claims for unfair
23 business practices that could have been premised on the facts, claims, causes of action or legal theories
24 described above, and all claims under the PAGA that could have been premised on the facts, claims,
25 causes of action or legal theories described above.

26 **1.34. Released Party.** "Released Party" means Defendant and its present and former parent
27 companies, subsidiaries, affiliates, and joint ventures, and each of its present and former officers,
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1 directors, controlling stockholders, agents, affiliates, employees, insurers, co-insurers, reinsurers,
2 attorneys, including legal counsel herein, accountants, auditors, advisors, representatives, consultants,
3 pension and welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited
4 partners, predecessors, successors and assigns, and the spouse of each of the foregoing who is a natural
5 person.

6 **1.35. Settlement Class Members.** “Settlement Class Members” means Class Members who
7 do not exclude themselves from the class action settlement by complying with the procedures set forth
8 in the Class Notice to opt out of the class action settlement.

9 **2. Recitals**

10 **2.1. Initiation of Class Action.** On or about December 7, 2023, Plaintiff filed the original
11 complaint in the California Superior Court for the County of Los Angeles pursuing class action claims
12 on behalf of a putative class of current and former employees of Defendant in the State of California.

13 **2.2. Removal of Action.** Defendant timely removed the initial complaint to federal court
14 on January 22, 2024.

15 **2.3. Initiation of PAGA Action.** On February 8, 2024, Plaintiff filed a separate lawsuit
16 alleging a single claim under the PAGA, Los Angeles County Superior Court, Case No.
17 24STCV03376.

18 **2.4. Remand and Consolidation.** On February 8, 2024, the Parties stipulated to remand
19 the class action to this Court. On July 9, 2024, the Court issued an order relating and consolidating
20 Plaintiff’s class action lawsuit and his PAGA lawsuit for all purposes. On August 14, 2024, Plaintiff
21 filed the operative first amended and consolidated complaint.

22 **2.5. Plaintiff’s Allegations.** In the operative first amended and consolidated complaint,
23 Plaintiff asserted the following claims: (i) Failure to Pay Wages for All Hours Worked and Overtime;
24 (ii) Failure to Pay Minimum Wage; (iii) Failure to Pay Wages Due on Termination; (iv) Failure to
25 Provide Timely Meal Breaks; (v) Failure to Provide Rest Breaks; (vi) Failure to Reimburse for
26 Required Business Expenses; (vii) Failure to Provide Accurate Itemized Wage Statements and
27 Violation of Recordkeeping Requirements; (viii) Unlawful Business Practices; and (ix) Penalties
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1 under the PAGA. By way of the operative complaint, Plaintiff sought to certify a class of all
2 individuals who worked for Defendant in a California location as a non-exempt, hourly employee
3 between December 7, 2019, and the present.

4 **2.6. Class Counsel's Investigation.** On numerous dates, Plaintiff and Defendant met and
5 conferred about the alleged claims and defenses. The Parties engaged in informal discovery, and
6 Defendant provided Plaintiff with sample time and pay data and additional information pertinent to
7 the claims raised in the operative complaint. Class Counsel continued investigating the alleged claims,
8 including retaining a consultant to analyze the sample of time and pay data, and also analyzed the
9 defenses raised by Defendant.

10 **2.7. Mediation and Settlement.** On January 28, 2025, the Parties attended a mediation
11 with Jeffrey Fuchsman, Esq., an experienced mediator knowledgeable of both the wage and hour laws
12 and class action claims at issue in the Action. With the mediator's assistance and based upon a
13 mediator's proposal, the Parties were able to agree to settlement terms following mediation. The
14 settlement was achieved after extensive arm's length negotiations in light of all known facts and
15 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and
16 numerous potential appellate issues.

17 **2.8. No Admission of Liability.** Defendant denied and continues to deny all of the
18 allegations made by Plaintiff in the Action. Although Defendant denied and continues to deny all of
19 the allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any
20 liability or wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set
21 forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of
22 continuing the Action. This Agreement is not a concession or admission and shall not be used against
23 Defendant or any Released Party as an admission or indication with respect to any claim of any fault,
24 concession or omission by Defendant or any Released Party. Whether or not the settlement is finally
25 approved, neither the Agreement, nor any document, statement, proceeding or conduct related to this
26 Agreement, nor any reports or accounts thereof, shall in any event be: (i) construed as, offered or
27 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released
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1 Party, including, but not limited to, evidence of a presumption, concession, indication or admission
2 by any Released Party of any liability, fault, wrongdoing, omission, concession or damage; or (ii)
3 disclosed, referred to or offered or received in evidence against any Released Party, in any further
4 proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for
5 purposes of enforcing this Agreement. However, Defendant or a Released Party may file the Final
6 Approval Order, Agreement, or any other papers and records on file in the Action as evidence to
7 support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim
8 preclusion or issue preclusion or similar defense as to the claims released by way of this settlement,
9 and/or in defense of any future claim in this or any other proceeding.

10 **2.9. Class Counsel's Evaluation.** Based on Class Counsel's ongoing investigation and
11 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair,
12 reasonable, adequate, and in the best interests of Class Members.

13 **2.10. Certification of Settlement Class.** This Agreement is contingent upon the approval
14 and certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and
15 take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
16 Preliminary Approval Order and then a Final Approval Order and Final Judgment.

17 **3. Notice to Class Members**

18 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint ILYM
19 Group, Inc., as the Administrator for purposes of sending notice of the settlement to Class Members.
20 The Parties agree that Administration Costs should not exceed \$12,000.00.

21 **3.2. Class Data for Administrator.** Within fourteen (14) calendar days of entry of the
22 Preliminary Approval Order, Defendant shall provide to the Administrator each Class Member's last
23 known mailing address, as well as data sufficient for the Administrator to perform all necessary
24 responsibilities pursuant to this Agreement.

25 **3.3. Class Notice of Settlement.** The Administrator shall send Class Notice to Class
26 Members to provide notice of settlement within twenty-one (21) calendar days of entry of the
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1 Preliminary Approval Order, pursuant to the procedures below. The Notice shall be sent in English
2 and Spanish. This shall be the sole means of notice to Class Members.

3 **3.4. Mailing of Notice.** The Administrator shall send Class Notice to each Class Member
4 via First Class U.S. Mail, using the last known mailing address for each Class Member, based on class
5 data provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be
6 sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding
7 address is provided, the Administrator shall promptly attempt to determine the correct address using
8 a single skip-trace search and shall then promptly send a single re-mailing.

9 **3.5. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant's
10 Counsel a declaration of due diligence and proof of mailing with regard to the mailing of the Class
11 Notice.

12 **4. Class Members' Response Options**

13 **4.1. Consideration Period.** Class Members shall be provided forty-five (45) calendar days
14 after the postmark date of the initial mailing of the Class Notice to exercise any rights to opt out of
15 the class action settlement. Except as provided herein, no Class Member responses that are postmarked
16 more than forty-five (45) calendar days after the postmark date of the initial mailing of the Class
17 Notice shall be considered. The Parties, including Class Counsel and Defendant's Counsel, shall do
18 nothing to encourage or solicit Class Members to opt out of or object to the class action settlement.

19 **4.2. Objection Right and Effect.** Settlement Class Members shall be given the opportunity
20 to object to the terms of the class action settlement. Settlement Class Members may object to the class
21 action settlement by mailing to the Administrator an objection within forty-five (45) calendar days
22 after the postmark date of the initial mailing of the Class Notice, which describes the objection and
23 states any intention to appear at the final approval hearing. Alternatively, Settlement Class Members
24 may appear at the final approval hearing to object to the class action settlement. Absent good cause as
25 determined by the Court, any Settlement Class Member who does not comply with the objection
26 procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed
27 from making any objection, whether by appeal or otherwise, to the class action settlement. Settlement
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1 Class Members who object to the class action settlement pursuant to the terms of the Class Notice
2 shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final
3 Approval Order and shall remain eligible to receive an Individual Class Payment. Upon receipt of
4 timely and compliant objections from Settlement Class Members that dispute the amount of their
5 Individual Class Payment, the Settlement Administrator will consult with the Parties to determine
6 whether an adjustment is warranted. Any such disputes not resolved by the Settlement Administrator
7 or the Parties will be resolved by the Court. Prior to any such involvement of the Court, counsel for
8 the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.
9 Neither the Parties nor any of their counsel shall discourage any Class Member from submitting an
10 objection to the class action settlement.

11 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out
12 of the class action settlement. Class Members may opt out of the class action settlement by mailing to
13 the Administrator a request for exclusion within forty-five (45) calendar days after the postmark date
14 of the initial mailing of the Class Notice. Any request for exclusion that does not comply with the
15 procedures in the Class Notice shall be deemed void and ineffective. Class Members who timely and
16 properly request exclusion of the class action settlement pursuant to the terms of the Class Notice shall
17 not receive any Individual Class Payments, shall not be bound by the class action release provisions
18 in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the
19 settlement or appeal. If a Class Member submits both a request for exclusion and an objection, the
20 Administrator shall attempt to determine whether the Class Member would like to withdraw either the
21 request for exclusion or the objection. If the Class Member does not withdraw a request for exclusion,
22 or if the Administrator cannot contact the Class Member who submits both a request for exclusion and
23 an objection, the request for exclusion shall be deemed valid and shall be deemed to invalidate the
24 objection. The request for exclusion must include the Class Member's full name, address, and
25 telephone number, the name and case number of the Action, and shall be signed by the Class Member.
26 Unsigned requests for exclusion, those that do not comply with the requirements listed herein, or those
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1 postmarked after the request for exclusion submission deadline will not be honored unless mutually
2 agreed to by counsel for all Parties or ordered by the Court.

3 **4.4. Defendant's Right to Terminate.** If more than 5% of Class Members opt out of the
4 class action settlement, then Defendant shall have the right to terminate the Agreement by notifying
5 Plaintiff's Counsel in writing within seven (7) calendar days of notification that more than 5% of Class
6 Members have opted out of the class action settlement. If Defendant exercises its right to terminate
7 the Agreement, then this entire Agreement shall be void and unenforceable, the Action shall proceed
8 as if no settlement has been attempted, and Defendant shall be responsible for all costs of
9 administration as of the date of termination. In such event, except as otherwise stated in this
10 Agreement, this Agreement and any documents in furtherance of this Agreement shall be inadmissible
11 in any future proceedings in this Action or any other action.

12 **4.5. Proof of Class Members' Responses.** As soon as practicable after the end of the
13 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant
14 individuals), its mailing of the Class Notice, its inability to deliver the Class Notice due to invalid
15 addresses, and its receipt of valid requests for exclusion or objections. The Administrator shall prepare
16 any supplemental declarations regarding the administration of the settlement as necessary, as jointly
17 requested by the Parties, or as requested by the Court.

18 **4.6. Disputes Regarding Administration of Settlement.** Any dispute not resolved by the
19 Administrator concerning the administration of the settlement shall be resolved by the Court. Prior to
20 any such involvement of the Court, counsel for the Parties shall confer in good faith to resolve the
21 dispute without the necessity of involving the Court.

22 **5. Settlement Proceeds**

23 **5.1. Gross Settlement Amount.** Defendant agrees to pay a non-reversionary Gross
24 Settlement Amount of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00).
25 The Gross Settlement Amount was negotiated based on Defendant's representation that there are
26 92,769 workweeks worked by Class Members as of January 28, 2025. If the number of workweeks
27 worked by Class Members during the Class Period exceed 102,046 (i.e., more than 10% of the
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1 estimated 92,769 workweeks), then, at Defendant's option, the Gross Settlement Amount will either
2 increase by 1% for every 1% over the 10% threshold, or the Class Period will end on the date the
3 number of workweeks equals 102,046.

4 **5.2. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendant agrees
5 not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (i)
6 33.33% of the Gross Settlement Amount (or \$499,950.00), which amount is inclusive of any attorney
7 liens; and (ii) litigation costs actually incurred in an amount not to exceed \$30,000.00. Except as
8 expressly stated in this Agreement, the Parties are to be responsible for their own respective attorneys'
9 fees and costs.

10 **5.3. Class Representative Award.** Class Counsel intends to request—and Defendant
11 agrees not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class
12 Representative Award would be supplemental to Plaintiff's Individual Settlement Payment.

13 **5.4. Administration Costs.** Class Counsel intends to request—and Defendant agrees not
14 to oppose—that the Court approve Administration Costs of up to \$12,000.00 to be paid from the Gross
15 Settlement Amount. The Parties agree to cooperate in the settlement administration process and to
16 make all reasonable efforts to control and minimize Administration Costs.

17 **5.5. Differences in Requested and Approved Payments.** If the Court does not approve
18 the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Award, and
19 Administration Costs, any differences in the requested and approved amount shall be allocated either
20 to the Net Settlement Amount or from the Gross Settlement Amount.

21 **5.6. Allocation of the Net Settlement Amount.**

22 **5.6.1. Individual Settlement Payments.** Individual Settlement Payments shall be
23 made without the need to submit a claim form and shall be calculated by (i) dividing the Settlement
24 Class Member's total number of workweeks worked for Defendant in California after the end of the
25 Martinez Settlement Period (i.e., June 30, 2020, through April 28, 2025, or the date of the Preliminary
26 Approval Order, whichever is earlier) by the total number of workweeks worked by all Settlement
27 Class Members for Defendant during the same time period, and (ii) multiplying that pro rata share by
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1 the Net Settlement Amount. Any workweeks during the Class Period in which a Settlement Class
2 Member did not actually work (for example, while on a leave of absence, etc.) are not included in
3 calculating that Settlement Class Member's Individual Payment Amount. The calculation of
4 Individual Settlement Payments shall be construed solely from Defendant's records. Each Settlement
5 Class Member's Individual Settlement Payment shall be distributed to that Settlement Class Member,
6 less applicable withholdings attributed to the portion of Individual Payment Amounts designated as
7 wages. For each Class Member who submits a valid and timely request for exclusion, the
8 Administrator shall proportionally increase the payments to each participating Class Member such
9 that the total settlement payout equals one hundred percent (100%) of the Net Settlement Amount.

10 **5.6.2. PAGA Penalty Payments.** Of the \$100,000.00 PAGA Penalty Payment, 25%,
11 or \$25,000.00, will be distributed among the PAGA Aggrieved Employees, even if the employee opts
12 out of the class settlement. The PAGA Aggrieved Employees' share of the PAGA Penalty Payment
13 shall be calculated by (i) dividing the aggrieved employee's total number of workweeks worked for
14 Defendant in California during the PAGA Period by the total number of workweeks worked by all
15 aggrieved employees for Defendant in California during the PAGA Period, and (ii) multiplying that
16 pro rata share by the allocated amount of \$25,000.00. Any workweeks during the PAGA Period in
17 which an aggrieved employee did not actually work (for example, while on a leave of absence, etc.)
18 are not included in calculating that aggrieved employee's PAGA payment. The calculation of an
19 aggrieved employee's total workweeks worked in California shall be solely construed from
20 Defendant's records. The amount payable to aggrieved employees as set forth in this Paragraph will
21 be paid to all aggrieved employees employed during the PAGA Period, including those who may opt
22 out of the class action settlement. Any Class Member who receives a PAGA payment pursuant to this
23 Paragraph and who opts out of the class action settlement is bound by the PAGA Release.

24 **5.7. Taxes on Individual Settlement Payments.**

25 **5.7.1. Wages, Penalties, and Interest.** The Parties recognize that the Individual
26 Settlement Payments to be paid to Settlement Class Members reflect settlement of a dispute over
27 claimed wages, interest, penalties. All Individual Settlement Payments to Settlement Class Members
28

are allocated as follows: (i) one fifth (20%) of the Individual Settlement Payments shall be allocated for payment of disputed wages to Settlement Class Members and shall be reported on an IRS Form W-2; and (ii) four fifths (80%) of the Individual Settlement Payments shall be allocated for disputed penalties and interest and shall be reported on an IRS Form 1099.

5.7.2. Employer's Share of Payroll Taxes. The Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties and undertakings set forth in this Agreement. The Employer's Share of Payroll Taxes attributed to the Individual Settlement Payments shall be paid separately and in addition to the Gross Settlement Amount. The Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions based on the information that will be provided by Defendant. In the event that the Administrator's estimated amount of the Employer's Share of Payroll Taxes exceeds the actual amount of Defendant's share of payroll taxes, any excess monies shall be returned to Defendant.

5.7.3. No Tax Advice or Liability. The Administrator shall issue an IRS Form 1099 to Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs Award, and to the Administrator for any Administration Costs. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the settlement, each Settlement Class Member shall agree to be solely and legally responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

5.8. Funding and Distribution. By fourteen (14) calendar days after the Effective Date, Defendant shall deliver the Gross Settlement Amount and the Employer's Share of Payroll Taxes by wiring the funds into the QSF. By seven (7) calendar days after the deposit of the Gross Settlement

1 Amount with the Administrator, the Administrator shall distribute all amounts to be paid pursuant to
2 the Final Approval Order. Upon completion of administration of the settlement, the Administrator
3 shall provide written certification of such completion to Class Counsel and Defendant's Counsel.

4 **5.9. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
5 will expire one hundred and eighty (180) calendar days after the postmarked date of their initial
6 mailing. After one hundred and eighty (180) calendar days, the sum value of all expired checks will
7 be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in
8 accordance with the Final Approval Order. The Parties shall request that the Court order that the
9 principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the
10 name of the Settlement Class Member.

11 **6. Releases**

12 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
13 Approval Order, and except as to such rights or claims as may be created by this Agreement, all
14 Settlement Class Members fully release Defendant and each Released Party from any and all claims
15 arising during the Class Period that were alleged in any operative complaint or that could have been
16 alleged based on the factual allegations in any operative complaint, including but not limited to
17 California Labor Code sections 200, 201, 202, 203, 218, 218.5, 226, 226.7, 227.3, 256, 510, 512, 558,
18 1174, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 1524, 2350, 2650, 2441, 2802, 3363, 3457,
19 6300, 6310, 6400 *et seq.*, and 6712, the applicable IWC Wage Orders, all claims for unfair business
20 practices that could have been premised on the facts, claims, causes of action or legal theories
21 described above, and all claims under the PAGA that could have been premised on the facts, claims,
22 causes of action or legal theories described above.

23 **6.2. Additional Release by Plaintiff.** In addition to the above releases applicable to
24 Plaintiff as a Settlement Class Member, Plaintiff also irrevocably and unconditionally releases
25 Defendant and each Released Party from any and all charges, complaints, claims, causes of action,
26 debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or
27 nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from
28

1 conduct occurring on or before the date that Plaintiff signs this Agreement. This provision is intended
2 by the Parties to be all encompassing and to act as a full and total release of any claim, including
3 individual claims under the PAGA, whether specifically enumerated herein or not, that Plaintiff might
4 have or have had, that exists or ever has existed on or to the date that Plaintiff signs this Agreement.
5 The words “claim” or “claims” includes without limitation all actions, claims and grievances, whether
6 actual or potential, known or unknown, related, incidental to or arising out of any act or omission
7 committed or omitted by Defendant or any Released Party through the date that Plaintiff signs this
8 Agreement and/or arising out of Plaintiff’s employment relationship with Defendant and/or the
9 cessation thereof. By agreeing to this release, Plaintiff also expressly waives all rights provided by
10 California Civil Code section 1542 that Plaintiff may have against Defendant and each Released Party.
11 Civil Code section 1542 states:

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

16 Plaintiff acknowledges that he has read the entirety of the Agreement, including the above language
17 from the Civil Code, and that he fully understands both the Agreement and Civil Code section 1542.
18 By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to
19 Civil Code section 1542 or any statute, rule, or principle of common law or equity, in any jurisdiction,
20 that is similar to Civil Code section 1542. Plaintiff acknowledges and agrees that this knowing and
21 voluntary waiver of the provisions of Civil Code section 1542 is an essential and material term of this
22 Agreement, and that the Agreement would not have been entered without such waiver from Plaintiff.

23 **6.3. LWDA Release.** By operation of the entry of the Final Approval Order, and except as
24 to such rights or claims as may be created by this Agreement, the LWDA and Plaintiff as a proxy for
25 the State fully release Defendant and each Released Party from any and all claims for civil penalties
26 for Labor Code violations during the PAGA Period that were alleged in the Action or that reasonably
27 could have been alleged based on the facts alleged in the Action.

7. Court Approval

7.1. Preliminary Approval. Plaintiff shall prepare and submit a motion seeking a Preliminary Approval Order, which would, among other things: (i) preliminarily approve the proposed settlement according to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice to be sent to Class Members as specified herein.

7.2. Final Approval. Not later than sixteen (16) court days before the date set by the Court for a final approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and provisions be carried out; (v) enter Final Judgment; and (vi) retain jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders.

7.3. Effect of Failure to Obtain Final Approval. In the event the Court effects a material change to this Agreement or fails to enter a Final Approval Order in accordance with this Agreement, or such Final Approval Order is vacated, then this entire Agreement shall be void and unenforceable, the Action shall proceed as if no settlement has been attempted, and the costs of administration shall be split equally between the Parties, subject to the Parties' agreement to the contrary. In such event, except as otherwise stated in this Agreement, this Agreement and any documents in furtherance of this Agreement shall be inadmissible in any future proceedings in this Action or any other action.

8. Miscellaneous

8.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

8.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall

1 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any
2 party may sign and deliver this Agreement by signing on the designated signature block and
3 transmitting that signature page via e-mail to counsel for the other party. Any signature via DocuSign
4 or other electronic means or transmitted via e-mail shall be deemed an original signature and shall be
5 binding upon the party who transmits the signature page.

6 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
7 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
8 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
9 Parties and then only to the extent set forth in such written waiver, modification, or amendment,
10 subject to any required Court approval. Any failure by any Party to insist upon the strict performance
11 by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
12 performance of the same provisions or of any of the other provisions of this Agreement, and such
13 Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific
14 performance of any and all of the provisions of this Agreement.

15 **8.1.3. Construction.** The determination of the terms and conditions of this
16 Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting
17 of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall
18 not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this
19 Agreement have been inserted for convenience of reference only and shall have no effect upon the
20 construction or interpretation of any part of this Agreement.

21 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
22 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as
23 to render all provisions of this Agreement valid and enforceable.

24 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
25 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
26 upon the request of another, agrees to perform such further acts and to execute and deliver such other
27 documents as are reasonably necessary to carry out the provisions of this Agreement.

8.3. No Press Releases. The Parties and their counsel agree that they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide the press or other media or any litigation reporting service with information about the litigation or this Agreement or would otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information; except that Defendant retains the right and discretion to disclose the Agreement as may be required under federal or state laws or generally accepted accounting principles. Notwithstanding this paragraph, the filing of papers in court in this Action in support of the Parties seeking approval of the settlement or other court papers filed in this case shall not be considered a violation of this paragraph under any circumstances. Plaintiff and Class Counsel further agree that if contacted regarding the Action, they will state only that the case has been resolved.

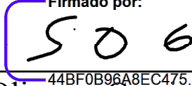
8.4. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

8.5. Disputes. If the Parties have a dispute with regard to the language of this Agreement, they agree to engage mediator Jeffrey Fuchsman, Esq., to mediate any such dispute. The Parties will divide equally among them the costs of the mediator, and the Parties will bear their own fees and costs.

8.6. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

Plaintiff Sergio Olivarez Gonzalez

Date: 6/4/2025

Firmado por:

 44BF0B96A8EC475...
 Sergio Olivarez Garcia

Counsel for Plaintiff

Date: 6/4/2025

DocuSigned by:
Nazo Koulloukian
5F97388C1D414C7...

Nazo Koulloukian
KOUL LAW FIRM

Defendant Quikrete California, LLC

Date: _____

By: _____

Its: _____

Counsel for Defendant

Date: _____

Ian A. Wright
ALSTON & BIRD LLP

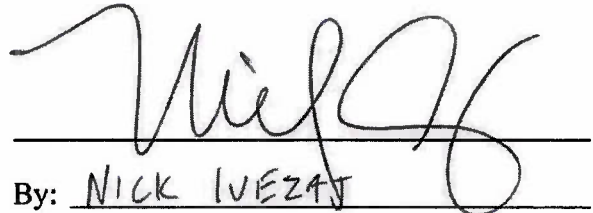
1 **Counsel for Plaintiff**

2 Date: _____

3 Nazo Koulloukian
4 KOUL LAW FIRM

5 **Defendant Quikrete California, LLC**

6
7 Date: 5-15-25

8 
9 By: NICK IVEZAJ
10 Its: GENERAL COUNSEL

11 **Counsel for Defendant**

12
13 Date: 5-19-25

14 
15 Ian A. Wright
16 ALSTON & BIRD LLP

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Los Angeles County Superior Court
Garcia v. Quikrete California, LLC
Case Nos. 23STCV30014 and 24STCV03376

This Notice provides important information about a proposed settlement in the class action lawsuit brought by Sergio Olivares Garcia (“Plaintiff”) against Quikrete California, LLC (“Defendant”), and your right to participate in, exclude yourself from, or object to the settlement.

A. Summary of the Claims

Plaintiff contends that Defendant violated various provisions of the California Labor Code by its alleged: (1) failure to pay for all time worked, including minimum wage and overtime; (2) failure to provide proper meal and rest periods; (3) failure to pay all wages on termination of employment; (4) failure to provide accurate wage statements; (5) failure to maintain requisite payroll records; (6) failure to reimburse business expenses; and (7) unfair business practices. Plaintiff also asserts a claim for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations, in addition to claims related to workplace conditions including water, bathrooms, and heat. Plaintiff seeks to recover on behalf of himself and other Class Members, wages, missed meal and rest break premiums, penalties, interest, costs, and attorney fees.

Defendant denies all of Plaintiff’s claims and maintains that it has complied with all applicable laws. Defendant further contends that for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided if Defendant violated any laws or if Plaintiff or Class Members are entitled to any money or other relief. The Court has only determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing.

B. Why You Are Receiving This Notice

On _____, 2025 (the “Preliminary Approval Date”), the Los Angeles County Superior Court (the “Court”) preliminarily approved a class action settlement of the lawsuit on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California (collectively, “Class Members”) at any time during the period from December 7, 2019, through April 28, 2025 (“Class Period”). (The definition of Class Member expressly excludes any former non-exempt employees who worked for Defendant in California during the Class Period who participated in the settlement of a prior lawsuit against Defendant titled *Martinez v. Quikrete California, LLC* (LASC Case No. BC616493), which resolved numerous wage and hour violations for a class of employees employed up to June 29, 2020, and who have not worked for Defendant in California after June 29, 2020.) According to Defendant’s records, you are a Class Member. Because you are a Class Member, you have the right to

participate in, object to, or exclude yourself from the settlement. This Notice explains your legal rights and options with respect to the settlement.

C. The Terms of the Settlement

Defendant has agreed to pay a Gross Settlement Amount of \$1,500,000.00 in exchange for a release of the claims asserted by Plaintiff and Class Members in the lawsuit. Out of the Maximum Settlement Amount, Class Counsel will be requesting the Court to award it up to \$499,950.00 in attorney fees, up to \$30,000.00 in litigation costs, a service payment to Plaintiff of up to \$10,000.00, up to \$_____ in third party administration costs, and \$100,000.00 allocated to PAGA, 75% of which, or \$75,00.00, will be paid to the Labor Workforce Development Agency (“LWDA”) as required under PAGA with the remaining 25%, \$25,000, to be distributed among all current and former hourly-paid or non-exempt employees who worked for any of the Defendant within the State of California at any time during the period from November 30, 2022, to April 28, 2025 (“PAGA Aggrieved Employees”). It is estimated that after deducting the attorney fees, the litigation and administration costs, the service payment to Plaintiff, the amount allocated to the LWDA from the Gross Settlement Amount, at least \$_____ (“Net Settlement Amount”) will be available for distribution to Class Members and PAGA Aggrieved Employees.

The Net Settlement Amount will be divided among Class Members as follows: To determine your share of the Net Settlement Amount, the Net Settlement Amount will be divided by the total number of weeks worked by all Settlement Class Members as employees in California during the Class Period, multiplied by the number of weeks worked by you as an employee in California during the Class Period. Unless you exclude yourself from the settlement as explained below, you will receive a settlement payment.

In addition, \$25,000.00 from the amount allocated to PAGA will be paid to Class Members who were employed with Defendant in California at any time during the period from November 30, 2022, to April 28, 2025 (“PAGA Period”). If you worked for Defendant in California during the PAGA Period, to determine your share of the PAGA settlement, the PAGA settlement will be divided by the total number of weeks worked by all eligible Class Members as employees in California during the PAGA Period, multiplied by the number of weeks worked by you as an employee in California during the PAGA Period. You will receive your portion for the PAGA settlement even if you request exclusion from the settlement. You may neither object nor opt out of the PAGA settlement. These PAGA penalty payments will be reported on an IRS Form 1099.

D. Your Options

You have three options: (1) participate in the settlement and not object to the settlement; (2) participate in the settlement and object to the settlement; or (3) request exclusion from the settlement.

If you choose to participate in the settlement (i.e., remain in the class), you may also object to the settlement, as explained below. If you remain in the class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the

settlement. If you remain in the class, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described below.

1. Participate in the Settlement

Under the settlement, you will receive a settlement payment unless you request exclusion from the settlement. According to Defendant's records, you worked ____ weeks during the Class Period as an employee in California. As such, your settlement payment is estimated to be \$_____. The recovery by different Class Members will vary based on the number of weeks worked.

Even if you request exclusion, you will receive a portion of the PAGA settlement if you worked for Defendant in California during the PAGA Period. You cannot object or opt out of the PAGA settlement. According to Defendant's records, you worked ____ weeks during the PAGA Period as an employee in California. As such, your share of the PAGA settlement is estimated to be \$_____. The recovery by different employees will vary based on the number of weeks worked.

If you believe that the number of weeks worked is incorrect, you should provide the Settlement Administrator with an explanation, along with any documentation relating to your disagreement by no later than _____, 2025. If there is a dispute about the number of weeks you worked, the Settlement Administrator will review the Defendant's records and your records to attempt to resolve the dispute. You should send your explanation and documentation regarding any dispute to the Settlement Administrator at the following address:

Class Action Settlement Administrator

ILYM Group, Inc.

P.O. Box _____

_____, _____
() ____ - ____

Settlement checks will be mailed, so if your address changes, you should inform the Settlement Administrator of the change. Your settlement payment will be mailed to you some time after the Court grants final approval of the settlement at the Final Approval Hearing.

Checks will be valid for 180 days after issuance. 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 may retrieve your funds from the California Controller's Unclaimed Property Fund. You may search for unclaimed property on the California Controller's website at www.sco.ca.gov/search.

20% of your settlement payment is allocated to wages, and taxes will be withheld from that portion and will be reported on a W-2. The remaining 80% of your settlement payment is allocated to non-wages and interest. No taxes will be withheld from this portion and will be reported on a 1099. If you received a portion of the PAGA settlement, no taxes will be withheld from this portion and will be reported on a 1099. Settlement Class Members are responsible for the proper income tax treatment of their settlement payments. The Settlement Administrator, Defendant and its

counsel, and Plaintiff and Class Counsel cannot and are not providing tax advice concerning the tax consequences and treatment of any settlement payment received by Settlement Class Members.

2. Object to the Settlement

If you do not exclude yourself from the settlement, you have the right to object to the settlement. To do so, mail the objection to the Settlement Administrator at the address noted above and postmarked no later than _____, 2025. The objection must be signed by you, reference the case name and case number, and state all of the following: (1) your full name; (2) the grounds for the objection; and (3) any legal briefs, papers, or memoranda you propose to submit to the Court. Class Counsel will provide the Court with your objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You may elect to appear in Court at the Final Approval Hearing to state your objections if you do not make your written objection in the manner specified above. You are not required to appear in Court. Absent good cause found by the Court, if you do not submit a written objection OR appear in Court to object at the Final Approval Hearing, you will be deemed to have waived your right to object and shall be foreclosed from making any objections to the settlement whether by appeal or otherwise.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the settlement, you must mail to the Settlement Administrator a valid Exclusion Form, which is a request to be excluded from the settlement. An Exclusion Form is being provided to you, along with this notice. The Exclusion Form states, in effect, that you wish to be excluded from the settlement in the class action lawsuit. The Exclusion Form must be postmarked no later than _____, 2025, and mailed to the Settlement Administrator at the address noted above. If you exclude yourself from the settlement, you will not be entitled to recover any settlement payment except your share of the PAGA settlement if you worked during the PAGA Period. You will also not be allowed to object to the settlement, but you will retain the right to bring any claims you may have against Defendant.

E. Release of Claims

Unless you timely exclude yourself from the settlement, upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, each Class Member who has not timely requested exclusion from the Settlement, fully releases and discharges Defendant, and all of its officers, directors, agents, and employees (collectively “Released Parties”), from any and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the Operative Complaint, including but not limited to, any claims relating to the failure to pay wages and overtime, failure to provide meal or rest breaks, failure to provide accurate and complete wage statements, failure to keep requisite payroll records, failure to timely pay employees during employment or at termination, failure to reimburse employees for business expenses, unfair competition, waiting time penalties, interest, attorney fees, or any other alleged known or unknown wage and hour

violations that were alleged or could reasonably have been alleged based on arising out of the acts, facts, transactions, occurrences, representations, or omissions that were asserted in the Lawsuit (“Released Claims”).

F. Final Approval Hearing

The Court has scheduled a Final Approval Hearing for _____, 2025, at _____ a.m. in Department 10 of the Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, CA 90012. At the Final Approval Hearing, the Court will decide whether to grant final approval of the settlement. The Court will also rule on the application by Plaintiff for an award of attorney fees, litigation costs, administration costs, payment to the LWDA, and a service payment to Plaintiff. You have the right to attend the Final Approval Hearing and address the Court. You also have the right to retain an attorney at your own expense to speak on your behalf. You are not required to attend the Final Approval Hearing.

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact Class Counsel or any other advisor of your choice. You can also view and obtain copies of lawsuit and related documents, including the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the _____, 2025 Declaration of _____ in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on _____, 2025), in the Court’s file by looking this case up online at <https://www.lacourt.org/casesummary/ui/>. DO NOT CONTACT THE JUDGE OR JUDGE’S COURTROOM CLERK. Below is the contact information for the lawyers representing the Parties and for the Clerk of the Court.

Class Counsel

Nazo Koulloukian
Hilary Silva
Koul Law Firm, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3023
Facsimile: (818) 561-3938
Email: Nazo@koullaw.com
Email: Hilary@koullaw.com

Defendant’s Counsel

James R. Evans, Jr.
Ian A. Wright
Kaitlin H. Owen
ALSTON & BIRD LLP
350 South Grand Ave., 51st Floor
Los Angeles, CA 90071-1410
Telephone: (213) 576-1000
Facsimile: (213) 576-1100
Email: James.Evans@alston.com
Email: Ian.Wright@alston.com
Email: Kaitlin.Owen@alston.com

You may also contact the claims administrator [_____] by calling [____].

BY ORDER OF THE COURT ENTERED ON _____ 2025.

EXHIBIT B

JAMES R. EVANS, JR. (State Bar No. 119712)
james.evans@alston.com
IAN A. WRIGHT (State Bar No. 271957)
ian.wright@alston.com
KAITLIN H. OWEN (State Bar No. 305653)
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Attorneys for Defendant QUIKRETE CALIFORNIA, LLC

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205 Telephone: (213) 325-3023
Facsimile: (818) 561-3938

Attorneys for Plaintiff, SERGIO OLIVARES GARCIA, and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SERGIO OLIVARES GARCIA, an individual,
on behalf of himself and all others similarly
situated,

Plaintiff,

vs.

QUIKRETE CALIFORNIA, LLC, a California
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Lead Case No.: 23STCV30014

Consolidated for all purposes with
Case No. 24STCV03376

*Assigned for all purposes to the Honorable
William F. Highberger, SSC Dept. 10*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Class Action Filed: December 7, 2023
PAGA Action Filed: February 8, 2024
Consolidated FAC Filed: August 14, 2024

1 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA**
2 **SETTLEMENT AND JUDGMENT**

3 Plaintiff Sergio Olivares Garcia’s (“Plaintiff”) Motion for Final Approval (“Final Approval
4 Motion”) of the Joint Stipulation of Class Action and Private Attorneys General Act (“PAGA”)
5 Settlement came on for hearing on _____ in the above-entitled Court. On _____, the Court
6 entered an order granting preliminary approval of the settlement. The Final Approval Motion was
7 unopposed by Defendant Quikrete California, LLC (“Defendant”). Having considered the Final
8 Approval Motion and the accompanying materials properly before the Court, and good cause
9 appearing,

10 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

11 1. All terms used herein shall have the same meaning as defined in the Joint Stipulation
12 of Class Action and PAGA Settlement and the Preliminary Approval Order.

13 2. This Court has jurisdiction over the claims of the Class Members asserted in this
14 proceeding and over the Parties.

15 3. The Court finds that the applicable requirements of California Code of Civil Procedure
16 section 382 and California Rule of Court 3.769 *et seq.* have been satisfied with respect to the class and
17 the settlement. The Court hereby makes final its earlier provisional certification of the class for
18 settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to
19 include:

20 All current or former non-exempt employees who worked for Defendant in California
21 from December 7, 2019, through _____ (the “Class Period”). This definition
22 expressly excludes any former non-exempt employees who worked for Defendant in
23 California during the Class Period who participated in the settlement of a prior action
 titled *Martinez v. Quikrete California, LLC* (LASC Case No. BC616493) and who have
 not worked for Defendant in California after June 29, 2020.

24 4. The Class Notice that was provided to the Class Members, fully and accurately
25 informed Class Members of all material elements of the settlement and of their opportunity to
26 participate in, object to or comment thereon, or to seek exclusion from, the class settlement; was the
27 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
28

1 Members; and complied fully with the laws of the State of California, the United States Constitution,
2 due process and other applicable law. The Class Notice fairly and adequately described the settlement
3 and provided the Class Members with adequate instructions and a variety of means to obtain additional
4 information.

5 5. Pursuant to California law, the Court hereby grants final approval of the settlement and
6 finds that it is reasonable and adequate, and in the best interests of the class as a whole. More
7 specifically, the Court finds that the settlement was reached following meaningful discovery and
8 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
9 adversarial, and arms-length negotiations between the Parties; and that the terms of the settlement are
10 in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
11 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
12 complexity of the claims presented; the likely duration of further litigation; the amount offered in the
13 settlement; the extent of investigation and discovery completed; and the experience and views of Class
14 Counsel. The Court has further considered the absence of objections to and requests for exclusion
15 from the settlement submitted by Class Members. Accordingly, the Court hereby directs that the
16 settlement be affected in accordance with the Agreement and the following terms and conditions.

17 6. A full opportunity has been afforded to Settlement Class Members to participate in the
18 final approval hearing, and all Class Members and other persons wishing to be heard have been heard.
19 The Settlement Class Members also have had a full and fair opportunity to exclude themselves from
20 the settlement. Accordingly, the Court determines that all Settlement Class Members who did not
21 timely and validly opt out of the settlement are bound by this Final Approval Order and Final
22 Judgment.

23 7. The Court finds that payment of Administration Costs in the amount of \$_____ is
24 appropriate for the services performed and costs incurred and to be incurred for the notice and
25 settlement administration process. It is hereby ordered that the Settlement Administrator,
26 _____, shall issue payment to itself in the amount of \$_____, in accordance with the
27 terms and methodology set forth in the Agreement.

1 8. The Court finds that the Class Representative Award is fair and reasonable for the work
2 performed by Plaintiff on behalf of the Class Members. It is hereby ordered that the Settlement
3 Administrator issue payment in the amount of \$_____ to Plaintiff for his Class Representative
4 Award, according to the terms and methodology set forth in the Agreement.

5 9. The Court finds that the allocation of \$_____ toward penalties under the PAGA, is
6 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
7 the PAGA Penalty Payment as follows: the amount of \$_____ to the California Labor and
8 Workforce Development Agency, and the amount of \$_____ to be included in the Net Settlement
9 Amount for distribution to Settlement Class Members, according to the terms and methodology set
10 forth in the Agreement.

11 10. The Court finds that the request for attorneys' fees in the amount of \$_____ to
12 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
13 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are
14 hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount
15 of \$_____ to Class Counsel for attorneys' fees, in accordance with the terms and methodology set
16 forth in the Agreement.

17 11. The Court finds that reimbursement of litigation costs and expenses in the amount of
18 \$_____ to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
19 Settlement Administrator issue payment in the amount of \$_____ to Class Counsel for
20 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
21 forth in the Settlement Agreement.

22 12. The Court hereby enters Judgment by which Settlement Class Members shall be
23 conclusively determined to have given a release of any and all Released Claims against the Released
24 Parties, as set forth in the Agreement and Class Notice.

25 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into an
26 account established by the Settlement Administrator within fourteen (14) calendar days after the
27 Effective Date, in accordance with the terms and methodology set forth in the Agreement.
28

1 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
2 Settlement Payments to the Settlement Class Members within seven (7) calendar days after Defendant
3 funds the Gross Settlement Amount, according to the methodology and terms set forth in the
4 Agreement.

5 15. Individual Settlement Payment checks to Settlement Class Members shall remain valid
6 for one hundred and eighty (180) calendar days from the date of issuance, and will thereafter be
7 cancelled. The funds associated with cancelled checks and any interest that has accrued thereon if the
8 funds are held in an interest-bearing account, shall escheat to the State of California's Unclaimed
9 Property Fund in the name of the Settlement Class Member.

10 16. After entry of this Final Approval Order and Final Judgment, pursuant to California
11 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
12 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve
13 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
14 arising from or in connection with the distribution of settlement benefits.

15 17. Notice of entry of this Final Approval Order and Final Judgment shall be given to the
16 Class Members by posting a copy of the Final Approval Order and Final Judgment on the Settlement
17 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this
18 Final Approval Order and Final Judgment. Individualized notice is not required.

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20
21 Dated: _____, 2025

Honorable William F. Highberger
Judge of the Superior Court