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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

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

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

7 **1. Definitions**

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

9 **1.1. Action.** “Action” means the civil lawsuit entitled *Sergio Olivares Garcia v. Quikrete*
10 *California, LLC*, Los Angeles County Superior Court, Lead Case No. 23STCV30014 consolidated for
11 all purposes with Case No. 24STCV03376.

12 **1.2. Administration Costs.** “Administration Costs” means a Court approved payment from
13 the Gross Settlement Amount to the Administrator for administering the settlement, which includes
14 but is not limited to printing, distributing, or tracking Class Notices, processing any required tax
15 payments or reporting, providing any required tax forms, distributing payments pursuant to a Final
16 Approval Order, and providing necessary reports or declarations, as requested by the Court or Class
17 Counsel and Defendant’s Counsel.

18 **1.3. Administrator.** “Administrator” means ILYM Group, Inc., the entity that will be
19 responsible for the administration of the settlement and related matters as described in this Agreement.

20 **1.4. Agreement.** “Agreement” means this Joint Stipulation of Class Action and PAGA
21 Settlement.

22 **1.5. Attorneys’ Fees and Costs Award.** “Attorneys’ Fees and Costs Award” means a
23 Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and
24 reasonable costs associated with the litigation and resolution of the Action (excluding third-party
25 Administration Costs separately addressed above).

26 **1.6. Class Counsel.** “Class Counsel” means Nazo Koulloukian and Hilary Silvia of Koul
27 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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1 Approval Order, and no objections have been filed; or, if an objection has been filed, the period for
2 filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order has
3 elapsed without any appeal, writ or other appellate proceeding having been filed. In the event that
4 the Final Judgment or Final Approval Order is vacated or otherwise reversed as a result of appeals
5 practice, then this entire Agreement shall be void and unenforceable, the Action shall proceed as
6 if no settlement has been attempted, and the costs of administration shall be split equally between
7 the Parties, subject to the Parties' agreement to the contrary. In such event, except as otherwise
8 stated in this Agreement, this Agreement and any documents in furtherance of this Agreement
9 shall be inadmissible in any future proceedings in this Action or any other action.

10 **1.17. Employer's Share of Payroll Taxes.** "Employer's Share of Payroll Taxes" means
11 Defendant's portion of payroll taxes including, but not limited to, FICA and FUTA, on the portion of
12 the Individual Settlement Payments that constitutes wages.

13 **1.18. Final Approval Order.** "Final Approval Order" means the order entered by the Court
14 upon granting final approval of the settlement and this Agreement as binding upon the Parties and
15 Settlement Class Members. The Final Approval Order shall be posted on the Settlement
16 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of the
17 Final Approval Order and Final Judgment.

18 **1.19. Final Judgment.** "Final Judgment" means the judgment granting final approval of the
19 Agreement and judgment entered by the Court, and substantially in the form attached hereto as
20 **Exhibit B.**

21 **1.20. Gross Settlement Amount.** "Gross Settlement Amount" means One Million Five
22 Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), which is the total amount available for
23 distribution that Defendant has agree to pay according to the terms of this Agreement. The Gross
24 Settlement Amount is inclusive of any and all Administration Costs, Attorneys' Fees and Costs
25 Award, Class Representative Award, PAGA Penalty Payment, and Individual Settlement Payments
26 that Defendant may be required to pay in connection with a Final Approval Order. The Gross
27 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 litigation costs actually incurred, in an amount not to exceed \$30,000.00. Except as expressly
8 stated in this Agreement, the Parties are to be responsible for their own respective attorneys' fees and
9 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

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

5 **5.7.2. Employer's Share of Payroll Taxes.** The Administrator shall remit and report
6 the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely
7 basis pursuant to its duties and undertakings set forth in this Agreement. The Employer's Share of
8 Payroll Taxes attributed to the Individual Settlement Payments shall be paid separately and in addition
9 to the Gross Settlement Amount. The Administrator shall furnish its own Employer ID Number and
10 calculate all settlement checks and payroll deductions based on the information that will be provided
11 by Defendant. In the event that the Administrator's estimated amount of the Employer's Share of
12 Payroll Taxes exceeds the actual amount of Defendant's share of payroll taxes, any excess monies
13 shall be returned to Defendant.

14 **5.7.3. No Tax Advice or Liability.** The Administrator shall issue an IRS Form 1099
15 to Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs
16 Award, and to the Administrator for any Administration Costs. The Parties have had an opportunity
17 to consult with independent tax counsel. The Parties are not giving any tax advice in connection with
18 the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend
19 anything contained in this Agreement to constitute legal advice regarding the taxability of any amount
20 paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the
21 settlement, each Settlement Class Member shall agree to be solely and legally responsible for paying
22 any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold
23 harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the
24 payments.

25 **5.8. Funding and Distribution.** By fourteen (14) calendar days after the Effective Date,
26 Defendant shall deliver the Gross Settlement Amount and the Employer's Share of Payroll Taxes by
27 wiring the funds into the QSF. By seven (7) calendar days after the deposit of the Gross Settlement
28

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.

1 **7. Court Approval**

2 **7.1. Preliminary Approval.** Plaintiff shall prepare and submit a motion seeking a
3 Preliminary Approval Order, which would, among other things: (i) preliminarily approve the proposed
4 settlement according to the terms of this Agreement; (ii) set a date for a final approval hearing; and
5 (iii) provide for Class Notice to be sent to Class Members as specified herein.

6 **7.2. Final Approval.** Not later than sixteen (16) court days before the date set by the Court
7 for a final approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion
8 seeking a Final Approval Order, which would, among other things: (i) approve the settlement, (ii)
9 deem the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the
10 settlement's terms and provisions be carried out; (v) enter Final Judgment; and (vi) retain jurisdiction
11 to oversee administration and enforcement of the terms of this Agreement and the Court's orders.

12 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
13 change to this Agreement or fails to enter a Final Approval Order in accordance with this Agreement,
14 or such Final Approval Order is vacated, then this entire Agreement shall be void and unenforceable,
15 the Action shall proceed as if no settlement has been attempted, and the costs of administration shall
16 be split equally between the Parties, subject to the Parties' agreement to the contrary. In such event,
17 except as otherwise stated in this Agreement, this Agreement and any documents in furtherance of
18 this Agreement shall be inadmissible in any future proceedings in this Action or any other action.

19 **8. Miscellaneous**

20 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
21 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
22 negotiations and understandings between the Parties shall be deemed merged into this Agreement.
23 The signatories represent that they are fully authorized to enter into this Agreement and are fully
24 authorized to bind the Parties to all terms stated herein.

25 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in
26 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
27 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
28

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.
28

1 **8.3. No Press Releases.** The Parties and their counsel agree that they will not issue any
2 press releases, engage in any communications, or take any other action that would directly or indirectly
3 provide the press or other media or any litigation reporting service with information about the litigation
4 or this Agreement or would otherwise enable or allow the press or other media or any litigation
5 reporting service to learn or obtain such information; except that Defendant retains the right and
6 discretion to disclose the Agreement as may be required under federal or state laws or generally
7 accepted accounting principles. Notwithstanding this paragraph, the filing of papers in court in this
8 Action in support of the Parties seeking approval of the settlement or other court papers filed in this
9 case shall not be considered a violation of this paragraph under any circumstances. Plaintiff and Class
10 Counsel further agree that if contacted regarding the Action, they will state only that the case has been
11 resolved.

12 **8.4. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation
13 of this Agreement as well as any and all matters arising out of, or related to, the implementation of
14 this Agreement and of the settlement contemplated thereby.

15 **8.5. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
16 they agree to engage mediator Jeffrey Fuchsman, Esq., to mediate any such dispute. The Parties will
17 divide equally among them the costs of the mediator, and the Parties will bear their own fees and costs.

18 **8.6. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
19 governed by and interpreted according to the laws of the State of California.
20

21 **Plaintiff Sergio Olivarez Gonzalez**

22 3/19/2025

23 Date: _____

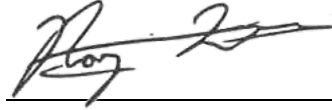
Sergio olivares

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24 Sergio Olivarez Garcia

1 **Counsel for Plaintiff**

2 Date: March 19, 2025



3 Nazo Koulloukian
4 KOUL LAW FIRM

5 **Defendant Quikrete California, LLC**

6
7 Date: _____

8 By: _____

9 Its: _____

10
11 **Counsel for Defendant**

12
13 Date: _____

14 Ian A. Wright
15 ALSTON & BIRD LLP

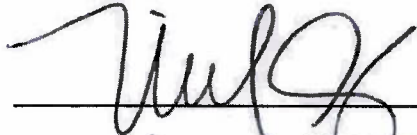
Counsel for Plaintiff

Date: _____

Nazo Koulloukian
KOUL LAW FIRM

Defendant Quikrete California, LLC

Date: MARCH 25, 2025


By: NICK IVERAT
Its: GENERAL COUNSEL

Counsel for Defendant

Date: 3/25/25


Ian A. Wright
ALSTON & BIRD LLP