

Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Melissa Rodriguez (State Bar No. 352716)
mrodriguez@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr. (State Bar No. 349690)
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs, RICK PEREZ and SAM TORRES,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

RICK PEREZ and SAM TORRES,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

ROSENBALM ROCKERY, INC., and DOES
1 through 25, inclusive,

Defendants.

Case No. 24CECG00952
[Consolidated with Case No. 24CECG01868]

Honorable Lisa M. Gamoian
Department 403

DECLARATION OF JAMES S. WINN JR.
IN SUPPORT OF PLAINTIFFS' RENEWED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT

Date: May 19, 2026
Time: 3:27 p.m.
Dept.: 403

Complaint Filed: March 4, 2024
Trial Date: Not Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6
7

8

9
10
11
12
13
14
15
16

17
18
19
20
21
22
23
24
25
26
27
28

1 motions and pleadings, including dispositive and certification motions; strategized on all cases;
2 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
3 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
4 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
5 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
6 the cases he managed were highly publicized, with articles written about them in the Los Angeles
7 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
8 regularly honored him as a Southern California Rising Star since 2012.

9 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone Law, APC in
10 September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating
11 single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-
12 side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the
13 University of California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case
14 Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership
15 roles in the California Employment Lawyers' Association ("CELA") and other organizations.

16 5. Danielle L. GruppChang is a senior associate attorney at Blackstone Law, APC. She
17 graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts
18 degree in Political Science with a minor in Communication Studies. She then obtained her Juris
19 Doctorate from University of California Law San Francisco (formerly known as University of
20 California Hastings College of the Law), graduating in 2016, and was admitted to the California State
21 Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and
22 representative action law from 2017 through the present.

23 6. P.J. Van Ert is an accomplished attorney who joined Blackstone Law, APC in 2023,
24 after having worked at an employment litigation firm for 2 years, and prior to that, having served as a
25 District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my
26 understanding that she tried over 50 jury trials to verdict. She graduated from University of California
27 at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles
28 School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in

December 2004.

7. Alexander K. Spellman is a former senior associate attorney who worked on this matter when he worked at Blackstone Law, APC. He graduated from the University of California at Los Angeles in 2001, with a Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007. He practiced exclusively plaintiff's side labor and employment law from 2016 through 2024.

8. Melissa Rodriguez is an associate attorney at Blackstone Law, APC. She received her Bachelor's degree in Criminology and Justice Studies from California State University, Northridge in 2019 and her Juris Doctorate from UC College of the Law, San Francisco in 2023. She was admitted to the California State Bar in December 2023.

9. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She is additionally licensed in all federal district courts of California. She has worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. She manages the post-settlement department at Blackstone. In that capacity, she oversees and handles over 100 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement.

10. I joined Blackstone Law, APC after working at a respected employment and personal injury plaintiff-side law firm where I handled cases from intake to post settlement. I graduated from the University of California, Santa Barbara with a Bachelor of Arts degree in Political Science with a Minor in Professional Writing in 2018. I received my Juris Doctorate Degree in 2022 from University of the Pacific, McGeorge School of Law. I was admitted to the State Bar of California in May 2023. I have worked on many wage and hour class action and PAGA representative matters, and my work

has included, *inter alia*, conducting legal research, drafting pleadings, stipulations, memorandums of understanding, and settlement agreements, negotiating settlement terms, engaging in motion practice, and making court appearances.

11. Blackstone Law, APC has been counsel of record on several class action and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History of the Actions

12. On February 23, 2024, Plaintiff Torres provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Rosenbalm Rockery, Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached hereto as **Exhibit 2**.

13. On March 4, 2024, Plaintiffs filed a Class Action Complaint (“Class Operative Complaint”) in the action entitled *Rick Perez, et al. v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court Case No. 24CECG00952 (“Class Action”), thereby commencing a putative class action against Defendant.

14. On April 29, 2024, Plaintiff Torres filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“PAGA Operative Complaint”) in the action entitled *Samuel Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court Case No. 24CECG01868 (“PAGA Action”), which alleged one cause of action under PAGA against Defendant.

15. On August 19, 2024, the Court entered an Order consolidating the Class Action and PAGA Action (together, “Actions”). The Class Operative Complaint and PAGA Operative Complaint allege causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business

1 expenses, violation of California Business & Professions Code Section 17200, *et seq.* based on the
2 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
3 allegations in the February 23, 2024 PAGA Letter.

4 16. On July 2, 2025, Plaintiffs and Defendant (collectively, the “Parties”) participated in a
5 formal mediation conducted by Tripper Ortman, Esq. (“Mediator”), a neutral and respected mediator
6 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s
7 evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and
8 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
9 long form settlement agreement.

10 17. On October 29, 2025, the Parties executed the Class Action and PAGA Settlement
11 Agreement (“Original Agreement”). A true and correct copy of the Original Agreement is attached
12 hereto as **Exhibit 3**.

13 18. On January 9, 2026, Plaintiffs filed a Motion for Preliminary Approval of Class Action
14 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

15 19. On February 2, 2026, the Court issued a Tentative Ruling (“February 2, 2026 Tentative
16 Ruling”), which raised points of inquiry with regard to the Motion for Preliminary Approval and
17 denied the Motion for Preliminary Approval without prejudice. On February 3, 2026, the Court held
18 a hearing on Plaintiffs’ Motion for Preliminary Approval. At the hearing, the Parties clarified a point
19 raised in the February 2, 2026 Tentative Ruling – specifically, that the Class Action and PAGA Action
20 are consolidated, and that a release of PAGA claims is therefore appropriate as part of this settlement.

21 20. On February 6, 2026, the Court entered a Minute Order (“February 6, 2026 Minute
22 Order”) adopting the February 2, 2026 Tentative Ruling in its entirety, with the exception of the
23 language concerning the PAGA release. A true and correct copy of the February 6, 2026 Minute Order
24 is attached hereto as **Exhibit 4**.

25 21. On March 30, 2026, the Parties entered into Amendment No. 1 to Class Action and
26 PAGA Settlement Agreement (“Amendment No. 1”) (together, the Original Agreement and
27 Amendment No. 1 are referred to as the “Settlement” or “Settlement Agreement”), which reduced the
28 Enhancement Payments to Four Thousand Dollars and Zero Cents (\$4,000.00) each and the Settlement

Administration Costs to Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) pursuant to the February 6, 2026 Minute Order. A true and correct copy of Amendment No. 1 is attached hereto as **Exhibit 5**.

Summary of the Terms of the Settlement Agreement

22. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as the period from March 4, 2020 through August 31, 2025. Defendant has represented that there are a total of one hundred thirty-seven (137) Class Members.

23. The Parties have agreed to settle the class and PAGA claims at issue in the Actions for a non-reversionary Gross Settlement Amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00 if the Gross Settlement Amount is \$425,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); (3) Settlement Administration Costs, not to exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00); (4) Enhancement Payments in the amounts of Four Thousand Dollars and Zero Cents (\$4,000.00) each to Plaintiffs (total, \$8,000.00); and (5) PAGA Allocation in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Two Hundred Three Thousand Eight Hundred Thirty-Three Dollars and Zero Cents (\$203,833.00). Additionally, 25% of the PAGA Allocation (“Aggrieved Employee Amount”), which is \$6,250.00 out of \$25,000.00, will be fully distributed to “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period” (“Aggrieved Employees”). The “PAGA Period” is defined as the period from February 23, 2023 through August 31, 2025.

///

1 24. The Net Settlement Amount will be distributed and paid to all Class Members who do
2 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
3 basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid
4 and/or non-exempt employee in California during the Class Period (“Workweeks”). The *pro rata*
5 share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class
6 Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in
7 accordance with the Settlement Agreement.

8 25. The Aggrieved Employee Amount will be distributed and paid to all Aggrieved
9 Employee on a *pro rata* basis based the number of pay periods each Aggrieved Employee worked for
10 Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period
11 (“Pay Periods”). The *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee
12 may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be
13 calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

14 26. Each Individual Settlement Share will be allocated as follows: twenty percent (20%)
15 wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to
16 wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-
17 wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.
18 The Settlement Administrator will withhold the employee’s share of taxes and withholdings with
19 respect to the wages portion of the Individual Settlement Shares and issue checks to Settlement Class
20 Members for their net payment of their Individual Settlement Share (“Individual Settlement
21 Payment”). The employer’s share of payroll taxes in connection with the wages portion of Individual
22 Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement
23 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
24 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

25 27. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
26 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA
27 Allocation will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the
28 Settlement Agreement. No money will revert to Defendant.

28. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Marjaree Mason Center (the proposed *cy pres* recipient) in accordance with California Civil Procedure Code Section 384. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest.

The Settlement is Reasonable

Informed Arms-Length Negotiations

29. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

30. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random eleven point forty-seven percent (11.47%) sampling of putative class members' time and pay data. Class Counsel originally requested one-third (1/3) sampling. However, Defendant represented that it lost access to its prior ADP program and was not able to access Excel reports of time and pay records prior to September 2024, so Defendant was not able to produce the requested sampling amount. Our expert then extrapolated the data that Defendant provided through the mediation date (i.e. July 2, 2025) for all putative class members. Defendant also produced relevant wage and hour policies, and information regarding the total number of putative class members, and the total workweeks worked by the putative class members. The documents that Defendant produced prior to mediation are not provided with the Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement as they were marked confidential by Defendant. Pursuant to California Code, Evidence Code section 1119, the documents produced by Defendant are confidential and not admissible.

///

///

31. Defendant represented that the putative class members worked in the office, in the yards, or as drivers. Defendant further represented that the same employment practices and policies as set forth in Defendant's employee handbooks applied to all Class Members, except the meal and rest period policies for drivers as Defendant alleged that twenty-seven (27) drivers, which represent approximately 20% of the putative class, are preempted by the Federal Motor Carrier Safety Administration ("FMCSA"). For the avoidance of doubt, Defendant has confirmed these representations in their declaration filed in support of this motion.

32. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

33. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

Estimate of Potential Value of Claims

34. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$1,778,054, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$11,852 for meal period violations (less meal period premiums paid); \$793,541 for rest period violations at a 100% violation rate; \$244,379 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$11,481 for unpaid overtime wages at the required regular rate of pay; \$69,090 for unreimbursed business expenses; \$331,711 for waiting time penalties; and \$316,000 for wage statement penalties. Plaintiffs further estimated that Defendant faced an additional exposure of \$419,700 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled

1 \$2,197,754 in damages.

2 ***Specific Risks Considered***

3 35. Although the investigation and information discovered supports Plaintiffs' contentions,
4 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
5 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
6 the Settlement.

7 36. Class Counsel was aware of Defendant's defenses and arguments and has also taken
8 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
9 inherent in such litigation, including those involved in class and/or representative adjudication.
10 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
11 in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary
12 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
13 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

14 37. Defendant denied and continues to deny any liability and wrongdoing of any kind
15 associated with the claims alleged in the Actions, and further denies that class certification is
16 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
17 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
18 Plaintiffs' claims. Defendant contended that Plaintiffs' claims are not suitable for class certification
19 because individual issues would predominate should this case go to trial. As with all class actions,
20 these complex cases raise difficult management and proof issues and, accordingly, there is a significant
21 risk that the Court may deny class certification.

22 38. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
23 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
24 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
25 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
26 in the manner required under California law. Defendant contended that its policies and practices at all
27 times during the Class Period were lawful. Indeed, Plaintiffs' analysis revealed only a 1.6% violation
28 rate for purported unique meal period violations after offsetting meal period premiums paid.

1 Additionally, Defendant alleged that the FMCSA preempts any meal period claims of the putative
2 class members who are drivers. Defendant further argued that the rate of purported meal period
3 violations reflected in the data would require individualized inquiry and that such inquiry would
4 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
5 in the individualized proof defense to certification of Plaintiffs' meal period claim.

6 39. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
7 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
8 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
9 required under California law. Defendant further alleged that the FMCSA preempts any rest period
10 claims of the putative class members who are drivers. Additionally, this claim was even more
11 uncertain given the difficulties associated with proving the alleged rest period violations, as Defendant
12 was not required to record these breaks. Given the lack of records demonstrating rest period violations,
13 there were legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial
14 damages with requisite certainty, which made the estimated value of this claim subject to much
15 challenge.

16 40. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
17 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
18 performed by the Class Members both before and after their shifts and during purported meal periods.
19 For example, Class Members interviewed stated that they often received time sensitive phone calls
20 before clocking in for their shifts and also performed off-the-clock work after their scheduled shifts
21 due to unreasonably high workloads. However, the individualized nature of why this work was
22 performed and the individualized nature of damages presented substantial concerns regarding the
23 manageability of the case and the risk the Court could find these issues prevented certification, and
24 the estimated damages for this claim were based on an assumption that all Class Members worked off
25 the clock for at least one hour per week.

26 41. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
27 Class Members for necessary business-related expenses, such as the purchase of steel toe boots, and
28 the usage of personal cellphones for work related tasks, such as using the GPS application to navigate

1 for work, downloading and utilizing the Verizon Connect app to check in with other drivers, and
2 communicating with customers and other employees. Defendant contended that it had a policy and
3 practice of reimbursing employees for necessary business-related expenses. Defendant further
4 contended that, with respect to the alleged expenses for which Plaintiffs and the other Class Members
5 never requested reimbursement from Defendant, it did not know and had no reason to know that
6 alleged business-related expenses had been incurred. Defendant further contended that the reason for
7 why a Class Member undertook certain expenses, while not others, and failed to receive
8 reimbursement for certain expenses while not others, would raise individual issues that could not be
9 certified. Additionally, Defendant produced payroll data evidencing cell phone reimbursement of
10 \$7.50 per week.

11 42. There are also substantial risks associated with Plaintiffs' waiting time penalties and
12 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
13 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
14 certification was denied on those underlying claims, these derivative claims for penalties would also
15 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
16 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
17 violations. Wage statement claims have also seen varying treatment at the appellate level because
18 such claims have an element of discretion attached to them rather than a pure calculation of damages
19 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
20 of Defendant's estimated liability, were therefore uncertain.

21 43. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
22 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
23 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
24 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
25 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
26 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
27 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
28 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals

1 would substantially delay any recovery by the Class.

2 44. Therefore, taking into account how each of the above risks potentially effected
3 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the
4 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
5 estimated liability based on the challenges facing their ability to succeed on class certification by 60%
6 to \$879,102. The merits-based risk factors further reduced Defendant's estimated liability by an
7 additional 50%. This resulted in an adjusted estimated liability of \$439,551. In light thereof, the
8 settlement amount of \$425,000 is a significant settlement.

9 45. Class Counsel also separately contemplated the risks of proceeding with the PAGA
10 claims and potential liability Defendant could face from these claims as part of the global resolution.
11 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
12 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
13 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
14 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
15 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
16 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
17 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
18 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
19 enforcement of California's labor laws by financing state activities and educating and deterring non-
20 compliance.

21 46. Therefore, after considering this multitude of factors, we concluded that it was in the
22 best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and
23 to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement
24 Amount towards the PAGA claims, which represents approximately 5.88% of the Gross Settlement
25 Amount. This percentage of the settlement is well-within the range of wage and hour settlements
26 regularly approved in both state and federal court for cases that include both a class and PAGA action.
27 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
28 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been

1 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
2 significant, not only from a monetary perspective, but also because it fulfills the public policy
3 objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state,
4 and deter future non-compliance by the employer.

5 47. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
6 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
7 of California and is within the accepted range of recoveries for this type of litigation given the inherent
8 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
9 litigation.

10 ***Enhancement Payments***

11 48. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
12 Payments of Four Thousand Dollars and Zero Cents (\$4,000.00) each to Plaintiffs (total, \$8,000.00),
13 which the Court has provided in its February 6, 2026 Minute Order that it will approve. These
14 Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this
15 matter, and the benefit to the Class Members as a result of Plaintiffs’ actions. Notice of the requested
16 Enhancement Payments is disclosed to the Class Members in the Class Notice.

17 ***Attorneys’ Fees and Costs***

18 49. The attorneys’ fees incurred by Class Counsel are in line with the common fund
19 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an
20 amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00 if the Gross
21 Settlement Amount is \$425,000.00) and actual litigation costs and expenses in an amount not to exceed
22 Forty Thousand Dollars and Zero Cents (\$40,000.00), which will be paid out of the Gross Settlement
23 Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of
24 litigation and will not receive any compensation until recovery is obtained.

25 50. To date, Blackstone Law, APC has spent approximately 246.90 total hours litigating
26 this matter. To date, our total fees incurred amount to \$99,855. Each attorney who worked on this
27 matter engaged in a multitude of tasks including communicating with the clients and defense counsel;
28 investigating the facts and researching applicable legal issues; drafting pleadings and the mediation

brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of Blackstone Law APC's current lodestar for each attorney who worked in this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate¹</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	35.20	\$500	\$17,600
Barbara DuVan-Clarke	Senior Counsel	67.10	\$450	\$30,195
Danielle L. GruppChang	Senior Associate	24.10	\$400	\$9,640
P.J. Van Ert	Associate	31.30	\$400	\$12,520
Alexander K. Spellman	(Former) Senior Associate	12.90	\$400	\$5,160
Melissa Rodriguez	Associate	26.30	\$300	\$7,890
Alexandra Rose	Senior Associate	18.50	\$400	\$7,400
James S. Winn Jr.	Associate	31.50	\$300	\$9,450

51. We expect to spend additional hours in connection with the settlement administration process, drafting the motion for final approval and supporting documents, preparing for and attending the Final Approval Hearing, and managing the settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Blackstone Law, APC also had litigation support personnel actively engaged in assisting with the prosecution of this matter.

52. As of the date of this filing, Class Counsel's actual litigation costs and expenses amount to Twenty-Six Thousand One Hundred Eighty-Eight Dollars and Ninety-Three Cents (\$26,188.93). A true and correct itemized list of Blackstone Law APC's current litigation costs and expenses is attached hereto as **Exhibit 6**.

¹ The hourly rates listed herein are not the hourly rates numerous courts throughout the State of California have approved Class Counsel at as Class Counsel's hourly rates are much higher. However, these rates listed herein have been approved for Jonathan M. Genish and Alexandra Rose by this Court in the action entitled *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292. Based on the hourly rates approved in the *Geston* action, Class Counsel proposes the hourly rates listed herein for Barbara DuVan-Clarke, Danielle L. GruppChang, P.J. Van Ert, Alexander K. Spellman, and James S. Winn Jr.

53. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progress through certification, trial, and/or upon appeal.

54. Class Counsel has litigated this matter for over two years and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

55. After obtaining competing bids from potential settlement administrators, which included ILYM Group, Inc. (\$7,250.00) and Apex Class Action LLC (\$6,500.00)², the Parties agreed to retain Apex Class Action LLC (“Apex” or “Settlement Administrator”), which was the lowest bidder, to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Settlement Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class Member’s estimated Individual Settlement Share and each Aggrieved Employee’s estimated Individual PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Settlement Shares; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual

² Class Counsel also requested a bid from CPT Group, Inc., however, Class Counsel never received it.

1 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks
2 to the Aggrieved Employees; and perform any other usual and customary duties for administering a
3 class action settlement.

4 56. I am not aware of an alternative method of providing notice to the Class which would
5 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
6 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
7 method, skip tracing will be performed, if necessary.

8 ***Notice of Settlement to the LWDA***

9 57. In accordance with California Labor Code section 2699(s)(2), on January 9, 2026, a
10 copy of the proposed Original Agreement was submitted to the LWDA via online submission through
11 the LWDA's website. Additionally, on April 17, 2026, a copy of the proposed Amendment No. 1 was
12 submitted to the LWDA via online submission through the LWDA's website. A true and correct copy
13 of the emails from the LWDA confirming receipt are attached hereto as **Exhibit 7**.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct.

16 Executed on April 27, 2026, at Tustin, California.

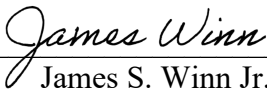
17 
18 James S. Winn Jr.

EXHIBIT 1

- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action

pursuant to PAGA.

- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other

counsel, in final settlement of wage and hour class and PAGA action.

- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class

and PAGA action.

- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior

Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA

action.

- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage

and hour action pursuant to PAGA.

- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior

Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court,

Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Alexander K. Spellman, Esq.
aspellman@blackstonepc.com

February 23, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Samuel Torres v. Rosenbalm Rockery, Inc.*

To Whom It May Concern:

This office represents Samuel Torres (“Claimant”) with respect to their claims under the California Labor Code against Rosenbalm Rockery, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employer”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately March 2021 through approximately September 2023 as a non-exempt, hourly-paid employee. Claimant worked as a Customer Service Representative for Employer and was based out of Employer’s facility located at 1745 N Hughes Ave, Fresno, California, 93705. Employer is a landscaping and landscaping supply business and maintains employees at its locations, including in the Fresno area.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, but not limited to, answering work related questions while on breaks. Employer failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employer failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employer also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, regular rate/straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employer also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, regular

rate/straight time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from

taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant

rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to timely pay all remuneration earned because Claimant and other Aggrieved Employees were not paid all the wages, remuneration, pay, or monies they were owed including, *inter alia*, overtime regular rate/straight time wages, minimum wages, overtime wages, meal and rest period premiums, and any other remuneration, wages, pay, or monies as they became due (*e.g.*, accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employer failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer (*e.g.*, use of cell phone and related internet usage for work related communications).

Accordingly, Employer violated the applicable IWC Order and California Labor Code

sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employer failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Claimant and Aggrieved Employees for all regular rate/straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other remuneration, wages, pay, or other monies due (*e.g.*, accrued gratuities, bonuses, commissions, etc.). Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but

not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Alexander Spellman

Alexander K. Spellman, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Rosenbalm Rockery, Inc.
Melissa Costales
1745 N Hughes Ave
Fresno, CA 93705

EXHIBIT 3

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs Sam Torres (“Plaintiff Torres”) and
4 Rick Perez (“Plaintiff Perez”) (together, “Plaintiffs” or “Class Representatives”), individually, and on
5 behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved
6 employees, and Defendant Rosenbalm Rockery, Inc. (“Defendant”) (collectively, Plaintiffs and
7 Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
9 defined herein), the State of California as to the employment of Aggrieved Employees (as defined
10 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On February 23, 2024, Plaintiff Torres provided written notice to the Labor and
13 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
14 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
15 Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

16 2. On March 4, 2024, Plaintiffs filed a Class Action Complaint (“Class Operative
17 Complaint”) in the action entitled *Rick Perez, et al. v. Rosenbalm Rockery, Inc.*, Fresno County
18 Superior Court Case No. 24CECG00952 (“Class Action”), thereby commencing a putative class action
19 against Defendant.

20 3. On April 29, 2024, Plaintiff Torres filed a Complaint for Enforcement Action Under
21 the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“PAGA Operative Complaint”) in
22 the action entitled *Samuel Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court Case
23 No. 24CECG01868 (“PAGA Action”), which alleged one cause of action under the Private Attorneys
24 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against
25 Defendant.

26 4. On August 19, 2024, the Court entered an Order consolidating the Class Action and
27 PAGA Action (together, “Actions”).

28 ///

1 5. Defendant denies all allegations set forth in the Actions and has asserted numerous
2 affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, the Parties desire
3 to fully and finally settle the Actions, Released Class Claims (as defined herein), and Released PAGA
4 Claims (as defined herein).

5 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
6 including any and all applicable defenses and the applicable law. The investigation included, *inter*
7 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
8 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
9 merits of the claims and contentions of the Parties.

10 7. On July 2, 2025, the Parties participated in mediation with Tripper Ortman, Esq. (the
11 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
12 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
13 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
14 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
15 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
16 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
17 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
18 Members, State of California, and Aggrieved Employees in light of all known facts and circumstances,
19 including the risk of significant delay and uncertainty associated with litigation and various defenses
20 asserted by Defendant.

21 8. The Class Operative Complaint and PAGA Operative Complaint allege causes of
22 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
23 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
24 failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay
25 wages during employment, failure to provide compliant wage statements, failure to timely pay wages
26 upon termination, and failure to reimburse necessary business expenses, violation of California
27 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
28 Code violations, and for civil penalties under PAGA based on the allegations in the February 23, 2024

1 PAGA Letter.

2 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
3 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
4 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
5 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
6 positions.

7 **DEFINITIONS**

8 10. The following definitions are applicable to this Settlement Agreement. Definitions
9 contained elsewhere in this Settlement Agreement will also be effective.

10 a. “Aggrieved Employees” means all current and former hourly-paid and/or non-
11 exempt employees who worked for Defendant in the State of California at any time during the PAGA
12 Period.

13 b. “Aggrieved Employee Amount” means the amount of Six Thousand Two
14 Hundred Fifty Dollars and Zero Cents (\$6,250.00), i.e., 25% of the PAGA Allocation, to be distributed
15 to Aggrieved Employees on a *pro rata* basis based on their Pay Periods.

16 c. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
17 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and
18 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

19 d. “Class” or “Class Member(s)” means all current and former hourly-paid and/or
20 non-exempt employees who worked for Defendant in the State of California at any time during the
21 Class Period.

22 e. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
23 GruppChang, P.J. Van Ert, Melissa Rodriguez, Alexandra Rose, and James S. Winn Jr. of Blackstone
24 Law, APC, who will seek to be appointed counsel for the Class.

25 f. “Class List” means a complete list of all Class Members that Defendant will
26 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
27 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
28 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security

number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

g. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

h. “Class Period” means the period from March 4, 2020 through August 31, 2025.

i. “Class Settlement” means the settlement and resolution of all Released Class Claims.

j. “Court” means the Superior Court of the State of California for the County of Fresno.

k. “Defendant’s Counsel” means Gregory C. Simonian and Valerie S. Higgins of Casas Riley Simonian LLP.

l. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

m. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

///

///

n. “Employer Taxes” means the employer’s share of payroll taxes in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

o. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and Aggrieved Employees, and general release of claims, as set forth in Paragraph 15.

p. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

q. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

r. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

s. “Gross Settlement Amount” means the amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Allocation, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

t. “Individual PAGA Payment” means the *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

u. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

v. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

w. “LWDA Payment” means the amount of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), i.e., 75% of the PAGA Allocation, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

x. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Allocation, and Settlement Administration Costs.

y. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

z. “PAGA Allocation” means the allocation of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Allocation, or \$18,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$6,250.00, will be distributed to the Aggrieved Employees (i.e., the Aggrieved Employee Amount).

aa. “PAGA Period” means the period from February 23, 2023 through August 31, 2025.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

///

///

1 cc. "Pay Periods" means the number of pay periods each Aggrieved Employee
2 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA
3 Period. Pay Periods will be calculated by the Settlement Administrator by adding all the calendar days
4 within the PAGA Period that the employee was employed and dividing that number of days by seven
5 (7). Any partial Pay Period will be expressed as a percentage of a full Pay Period. If it can be readily
6 determined, Pay Periods where someone was employed but did not record any hours can be excluded
7 from this calculation.

8 dd. "Preliminary Approval" means the date on which the Court enters the
9 Preliminary Approval Order.

10 ee. "Preliminary Approval Order" means the order granting preliminary approval
11 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
12 the Court.

13 ff. "Released Class Claims" means any and all claims which were alleged or which
14 could have been reasonably alleged based on the factual allegations in the Class Operative Complaint,
15 arising during the Class Period, which shall specifically include claims for Defendant's alleged failure
16 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
17 payments, timely pay wages during employment and upon termination, provide accurate wage
18 statements, and reimburse necessary business-related expenses in violation of California Labor Code
19 Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
20 and 2802, applicable Industrial Welfare Commission Wage Orders, and California Business and
21 Professions Code sections 17200, *et seq.*

22 gg. "Released PAGA Claims" means any and all claims arising from any of the
23 factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA
24 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
25 Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay
26 overtime, straight time, and minimum wages, provide compliant meal and rest periods and associated
27 premium payments, timely pay wages during employment and upon termination, provide compliant
28 wage statements, maintain complete and accurate payroll records, and reimburse necessary business-

1 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7,
2 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare
3 Commission Wage Order and including claims for penalties under California Labor Code sections
4 2699, 558, 210, 226, 226.3, 1174.5, 1197.1, and 1199, penalties under applicable IWC Wage Orders,
5 and any and all additional penalties and remedies as provided by the California Labor Code and/or
6 other statutes.

7 hh. “Released Parties” means Defendant and its current and former owners,
8 officers, directors, employees, agents, members, insurers, shareholders, subsidiaries, affiliates,
9 predecessors, successors, and assigns.

10 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
11 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
12 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,
13 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
14 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
15 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

16 jj. “Response Deadline” means the deadline by which Class Members must submit
17 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
18 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
19 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
20 Deadline will be extended to the next day on which the United States Postal service is open. The
21 Response Deadline may also be extended by express agreement between Class Counsel and
22 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
23 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
24 Response Deadline.

25 kk. “Settlement Administrator” means Apex Class Action LLC, or any other third-
26 party class action settlement administrator agreed to by the Parties and approved by the Court for
27 purposes of administering the Settlement. The Parties and their counsel each represent that they do
28 not have any financial interest in the Settlement Administrator or otherwise have a relationship with

the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in Paragraph 16.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator by adding all the calendar days within the Class Period that the employee was employed and dividing that number of days by seven (7). Any partial Workweeks will be expressed as a percentage of a full Workweek. If it can be readily determined, Workweeks where someone was employed but did not record any hours can be excluded from this calculation.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

13. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00 if the Gross Settlement Amount is \$425,000.00) and reimbursement of

1 actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in
2 an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both of which will be
3 paid from the Gross Settlement Amount. These amounts will cover any and all work performed and
4 any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including
5 without limitation all work performed and costs incurred to date, and all work to be performed and all
6 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,
7 including any objections raised and any appeals necessitated by those objections. Class Counsel shall
8 be solely and legally responsible for correctly characterizing this compensation for tax purposes and
9 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
10 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys'
11 Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net
12 Settlement Amount for the benefit of the Settlement Class Members.

13 14. Enhancement Payments. Defendant agrees not to oppose or impede any application or
14 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars and Zero
15 Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00). The Enhancement Payments, which will be
16 paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other
17 payments they are entitled to under the Settlement. The Plaintiffs shall be solely and legally
18 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
19 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for
20 the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded
21 by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the
22 Settlement Class Members.

23 15. PAGA Allocation. Subject to approval by the Court, the Parties agree that the amount
24 of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross
25 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
26 Section 2698, *et seq.* (i.e., the PAGA Allocation), of which seventy-five percent (75%), or \$18,750.00,
27 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$6,250.00,
28 will be distributed to Aggrieved Employees (i.e., the Aggrieved Employee Amount) on a *pro rata*

basis, based on the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period (i.e., the Individual PAGA Payments).

16. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that the Class Members worked a total of 9,000 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 9,000 by more than 10% (i.e., if the Workweeks exceed 9,900), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 9,990 Workweeks, then the Gross Settlement Amount will increase by 1%, or to \$429,250.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

1 a. After Preliminary Approval, the Settlement Administrator will divide the Net
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
4 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
9 Value to yield each Settlement Class Member’s final Individual Settlement Share.

10 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be
11 calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved
12 Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the
13 Aggrieved Employee Amount, i.e., 25% of the PAGA Allocation, by the Pay Periods of all Aggrieved
14 Employees to yield the “Pay Period Value,” and multiply each Aggrieved Employee’s individual Pay
15 Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

16 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
17 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
18 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
19 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
20 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
21 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
22 portion of the Individual Settlement Shares and issue checks to Settlement Class Members for their
23 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
24 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
25 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
26 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

27 ///

28 ///

1 21. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, Aggrieved
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
6 taxes and other legally required withholdings to the appropriate government authorities.

7 22. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
10 Class Members, and Aggrieved Employees are not relying on any statement, representation, or
11 calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs,
12 Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiffs, Settlement
13 Class Members, and Aggrieved Employees will be solely responsible for the payment of any taxes
14 and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement
15 Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax
16 consequences of any payment they receive under the Settlement.

17 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
20 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24. Settlement Payments Do Not Trigger Additional Benefits. All payments made under this Settlement Agreement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement Agreement shall not in any way entitle Plaintiffs, Settlement Class Members, or any Aggrieved Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval

Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(s)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

28. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address,

1 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
2 calendar days.

3 c. Compliance with the procedures described herein above shall constitute due and
4 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
5 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
6 provide notice of the Settlement.

7 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
8 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
9 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
12 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
13 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
14 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
15 However, if a Class Member produces information and/or documents to the contrary, the Settlement
16 Administrator will evaluate the materials submitted by the Class Member and the Settlement
17 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
18 the disputing Class Member should be credited with under the Settlement. The Settlement
19 Administrator's decision on such disputes will be final and non-appealable.

20 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
21 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
22 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
25 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
26 submitted, and also identify the individuals who have submitted a timely and valid Request for
27 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
28 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members

1 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
2 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
3 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
4 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
5 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
6 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
7 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
8 Final Approval to the Settlement. Notwithstanding the above, all Aggrieved Employees will be bound
9 to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether
10 they submit a Request for Exclusion.

11 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
12 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
13 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
14 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
15 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
16 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
17 and complete and which were not), and also attach them to a declaration that is to be filed with the
18 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
19 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
20 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
21 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
22 whether they have submitted a Notice of Objection.

23 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
24 weekly reports to counsel for the Parties providing: (i) the number of undeliverable and re-mailed
25 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
26 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
27 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
28 provide to counsel for the Parties any updated reports regarding the administration of the Settlement

1 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
2 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
3 Dispute.

4 33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
5 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
6 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
7 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
8 number of Class Members who have submitted timely and valid Requests for Exclusion following the
9 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
10 administration owed to the Settlement Administrator incurred up to that date.

11 34. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to
13 the Court and counsel for all Parties.

14 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
15 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
16 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
17 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
18 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
19 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
20 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
21 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
22 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
23 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 24 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
25 consummation of its terms and provisions;
- 26 b. Certification of the Settlement Class;
- 27 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 28 d. Approval of the application for Enhancement Payments to Plaintiffs;

e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the Actions, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and Aggrieved Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Marjaree

1 Mason Center (the proposed *cy pres* recipient) in accordance with California Civil Procedure Code
2 Section 384. The Parties and their counsel each represent that they do not have any financial interest
3 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of
4 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
5 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
6 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the
7 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts
8 that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or
9 withholding associated with canceled Individual Settlement Payment checks, all such amounts shall
10 also be transmitted to Marjaree Mason Center. Settlement Class Members whose Individual
11 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and
12 Aggrieved Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be
13 bound by the PAGA Settlement.

14 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross
15 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,
16 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
17 Released Class Claims.

18 40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
19 Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and
20 all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

22 41. General Release. Upon the Effective Date and full funding of the Gross Settlement
23 Amount, the Parties, individually and on their own behalf, will be deemed to have fully, finally, and
24 forever released, settled, compromised, relinquished, and discharged each other and the Released
25 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
26 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
27 suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from Plaintiffs'
28 employment and/or separation of employment with Defendant, which each Party, at any time up until

1 the execution of this Settlement Agreement, had or claimed to have or may have. It is agreed that this
2 is a general release and is to be broadly construed as a release of all claims, provided that,
3 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
4 cannot be released hereunder by law. Any and all rights granted under any state or federal law or
5 regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542
6 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
7 Civil Code reads as follows:

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

13 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
14 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
15 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
16 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
17 Class will be required.

18 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
19 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
20 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
21 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
22 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
23 Settlement Agreement.

24 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
25 Settlement Agreement shall have the following effects:

26 a. The Settlement Agreement shall be void and shall have no force or effect, and
27 no Party shall be bound by any of its terms;

28 ///

1 b. In the event the Settlement Agreement is terminated, Defendant shall have no
2 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
3 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
4 Administrator is notified that the Settlement has been terminated;

5 c. The Preliminary Approval Order and Final Approval Order and Judgment,
6 including any order certifying the Class, shall be vacated;

7 d. The Settlement Agreement and all negotiations, statements, and proceedings
8 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
9 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

10 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
11 statements, or filings in furtherance of the Settlement (including all matters associated with the
12 mediation) shall be admissible or offered into evidence in the Actions or any other action for any
13 purpose whatsoever; and

14 f. Any documents generated to bring the Settlement into effect, will be null and
15 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
16 likewise be treated as void from the beginning.

17 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
20 of action or right herein released and discharged.

21 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
22 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
23 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

24 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
25 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
26 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
27 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
28 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure

1 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
2 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
3 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
4 Agreement.

5 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
6 the Actions (including with respect to California Code of Civil Procedure Section 583.310), except
7 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
8 Approval Hearing to be conducted by the Court.

9 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
10 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
11 except by written agreement signed by the Parties. After the filing of the motion for preliminary
12 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
13 Agreement except by written agreement signed by the Parties and subject to Court approval. A waiver
14 or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other
15 provision.

16 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
19 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
20 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
21 full authority to enter into this Settlement Agreement, and further intend that this Settlement
22 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
23 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
24 confidentiality provisions that otherwise might apply under state or federal law.

25 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
26 impossible or impractical to have each Settlement Class Member or Aggrieved Employee execute this
27 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
28 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have
the same force and effect as if this Settlement Agreement were executed by each Settlement Class

1 Member and Aggrieved Employee.

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

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

6 54. Execution and Counterparts. This Settlement Agreement is subject only to the
7 execution of all Parties. However, this Settlement Agreement may be executed in one or more
8 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
9 copies of the signature page, will be deemed to be one and the same instrument.

10 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
12 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking
13 into account all relevant factors, present and potential. The Parties further acknowledge that they are
14 each represented by competent counsel and that they have had an opportunity to consult with their
15 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if
16 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the
17 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
18 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

19 56. Invalidity of Any Provision. The provisions of this Settlement Agreement are
20 severable, and if any part of it is found to be invalid or unenforceable by a court of competent
21 jurisdiction, the other parts shall remain fully valid and enforceable. It is the express intention of the
22 Parties that this Agreement be given full force and effect to the extent legally permissible.

23 57. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
24 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
25 to implement the Settlement.

26 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
27 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
28 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and

specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

59. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

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

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

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

///

///

63. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish
jgenish@blackstonepc.com
Barbara DuVan-Clarke
bdc@blackstonepc.com
Danielle GruppChang
dgruppchang@blackstonepc.com
P.J. Van Ert
pjvanert@blackstonepc.com
Melissa Rodriguez
mrodriguez@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
James S. Winn Jr.
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Gregory C. Simonian
gsimonian@legalteam.com
Valerie S. Higgins
vhiggins@legalteam.com
CASAS RILEY SIMONIAN LLP
55 North 3rd Street, Suite 200
Campbell, California 95008
Tel: 650-948-7200 / Fax: 650-948-7220

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF SAM TORRES

Dated: 10/20/2025


Plaintiff Sam Torres

PLAINTIFF RICK PEREZ

Dated: _____

Plaintiff Rick Perez

**DEFENDANT ROSENBALM ROCKERY,
INC.**

Dated: _____

Full Name: Todd Rosenbalm
Title: Vice President
On behalf of Defendant Rosenbalm Rockery,
Inc.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF SAM TORRES

Dated: _____

Plaintiff Sam Torres

PLAINTIFF RICK PEREZ

Dated: 10/20/2025

Rick Perez

Plaintiff Rick Perez

**DEFENDANT ROSENBALM ROCKERY,
INC.**

Dated: _____

Full Name: Todd Rosenbalm

Title: Vice President

On behalf of Defendant Rosenbalm Rockery,
Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class
Action and PAGA Settlement Agreement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF SAM TORRES

Dated: _____

Plaintiff Sam Torres

PLAINTIFF RICK PEREZ

Dated: _____

Plaintiff Rick Perez

**DEFENDANT ROSENBALM ROCKERY,
INC.**

Dated: 10-29-25


Full Name: Todd Rosenbalm
Title: Vice President
On behalf of Defendant Rosenbalm Rockery,
Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Perez; Torres v. Rosenbalm Rockery, Inc.
Superior Court of California for the County of Fresno, Case No. 24CECG00952
Torres v. Rosenbalm Rockery, Inc.
Superior Court of California for the County of Fresno, Case No. 24CECG01868

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Sam Torres ("Plaintiff Torres") and Rick Perez ("Plaintiff Perez") (together, "Plaintiffs") and Defendant Rosenbalm Rockery, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Perez; Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court, Case No. 24CECG00952 ("Class Action") and *Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court, Case No. 24CECG01868 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 4, 2020 through August 31, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"Aggrieved Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from February 23, 2023 through August 31, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On February 23, 2024, Plaintiff Torres provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated ("PAGA Letter"). On March 4, 2024, Plaintiffs commenced a putative class action lawsuit by filing a Class Action Complaint ("Class Operative Complaint") in the Class Action. On April 29, 2024, Plaintiff Torres commenced a representative action lawsuit by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("PAGA Operative Complaint") in the PAGA Action. On August 19, 2024, the Court entered an Order consolidating the Class Action and PAGA Action (together, "Actions").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et*

seq. (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Torres and Plaintiff Perez as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Melissa Rodriguez
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff (total, \$20,000.00) for their services in the Actions; (3) the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% (\$18,750.00) (“LWDA Payment”) and the remaining 25% (\$6,250.00) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and

Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the Aggrieved Employee Amount, i.e., 25% of the PAGA Allocation, by the Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From March 4, 2020 through August 31, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From February 23, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery, Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime, straight time, and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order and including claims for penalties under California Labor Code sections 2699, 558, 210, 226, 226.3, 1174.5, 1197.1, and 1199, penalties under applicable IWC Wage Orders, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

"Released Parties" means Defendant and its current and former owners, officers, directors, employees, agents, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (“Enhancement Payments”) (total, \$20,000.00) in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, they will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery, Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 8 of the Fresno County Superior Court, located at B.F. Sisk Court, 1130 O Street, Fresno, California 93721, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting: <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>. Once on the page, use the search bar to enter the case numbers provided above and click “Submit.” The case details will appear-click the number listed next to the case name to access the full case history. Scroll down to view all documents filed in the case.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT THE ATTORNEYS IN THIS MATTER:**

CLASS COUNSEL ...

Blackstone Law, APC

DEFENSE COUNSEL...

Casas Riley Simonian LLP

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited		Entered by:
TITLE OF CASE: Rick Perez vs. Rosenbalm Rockery, Inc. / COMPLEX / CLASS ACTION / LEAD CASE		
LAW AND MOTION MINUTE ORDER		Case Number: 24CECG00952

Hearing Date: **February 6, 2026** Hearing Type: **From Chambers re: Motion - Prelim Approval Class Settlement restored from under advisement**
 Department: **403** Judge/Temp. Judge: **Gamoian, Lisa M.**
 Court Clerk: **Lopez, Maria** Reporter/Tape: **Not Reported**

Appearing Parties:	
Plaintiff: No Appearances	Defendant: No Appearances
Counsel:	Counsel:

[X] Matter previously taken under advisement, the Court now rules; See attached copy of Order After Hearing denying motion.

[] Continued to [] Set for at Dept. for

[] Submitted on points and authorities with/without argument. [] Matter is argued and submitted.

[] Upon filing of points and authorities.

[] Motion is granted [] in part and denied in part. [] Motion is denied [] with/without prejudice.

[] Taken under advisement

[] Demurrer [] overruled [] sustained with ___ days to [] answer [] amend

[] Tentative ruling becomes the order of the court. No further order is necessary.

[] Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

[X] Service by the clerk will constitute notice of the order.

[] See attached copy of the Tentative Ruling.

[] Judgment debtor ___ sworn and examined.

[] Judgment debtor ___ failed to appear.
Bench warrant issued in the amount of \$ ___

JUDGMENT:

[] Money damages [] Default [] Other ___ entered in the amount of:
Principal \$___ Interest \$___ Costs \$___ Attorney fees \$___ Total \$___
[] Claim of exemption [] granted [] denied. Court orders withholdings modified to \$___ per ___

FURTHER, COURT ORDERS:

[] Monies held by levying officer to be [] released to judgment creditor. [] returned to judgment debtor.
[] \$___ to be released to judgment creditor and balance returned to judgment debtor.
[] Levying Officer, County of ___, notified. [] Writ to issue
[] Notice to be filed within 15 days. [] Restitution of Premises
[] Other: ___

FILED

FEB - 6 2026

Order After Hearing

Re: **Perez v. Rosenbalm Rockery, Inc.**
Superior Court Case No. 24CECG00952

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

Hearing Date: February 3, 2026 (Dept. 403)

Motion: Plaintiffs' Motion for Preliminary Approval of Class
Action Settlement

Ruling:

The motion is denied without prejudice.

Explanation:

Certification of Class for Settlement

Settlements preceding class certification are scrutinized more carefully to make sure that absent class members' rights are adequately protected, although there is less scrutiny of manageability issues. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240; see *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1803, fn. 9, 19.a) The trial court has a "fiduciary responsibility" as the guardian of the absentee class members' rights to decide whether to approve a settlement of a class action. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.)

A precertification settlement may stipulate that a defined class be conditionally certified for settlement purposes. The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (Cal. Rules of Court, rule 3.769(d).) Before the court may approve the settlement, however, the settlement class must satisfy the normal prerequisites for a class action. (*Amchem Products, Inc. v. Windsor* (1997) 521 US 591, 625-627.)

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*In re Tobacco II Cases* (2009) 46 Cal.4th 298, 313.)

Plaintiffs bear the burden of establishing the propriety of class treatment with admissible evidence. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470 [trial court's ruling on certification supported by substantial evidence generally not disturbed on appeal]; *Lockheed Martin Corp. v. Superior Court, supra*, 29 Cal.4th at pp. 1107-1108 [plaintiff's burden to produce substantial evidence].)

Counsel represents defendant has represented that there are approximately 137 class members. (Winn Decl., ¶ 18.) However, no admissible evidence is submitted as to this number. Nor is there any evidence of ascertainability, such as a showing that the class members are identifiable from defendant's own records. A conclusory statement to this effect in the points and authorities is insufficient. In a future motion for preliminary approval, a declaration from defendant should be submitted, establishing the number of class members and ascertainability.

Under the community of interest requirement, the class representative must be able to represent the class adequately. (*Caro v. Procter & Gamble* (1993) 18 Cal.App.4th 644, 669.) "[I]t has never been the law in California that the class representative must have identical interests with the class members . . . The focus of the typicality requirement entails inquiry as to whether the plaintiff's individual circumstances are markedly different or whether the legal theory upon which the claims are based differ from that upon which the claims of the other class members will be based." (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Usually, in wage and hour class actions, the distinctive feature that permits class certification is that the employees have the same job title or perform similar jobs, and the employer treats all in that discrete group in the same allegedly unlawful fashion. In *Brinker Restaurant v. Superior Court* (2012) 53 Cal.4th 1004, 1017, "no evidence of common policies or means of proof was supplied, and the trial court therefore erred in certifying a subclass."

Nor have plaintiffs established community of interest or typicality. Plaintiffs assert that "Plaintiffs allege that their claims are similar to that of the other Class Members and that Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members." But there is no evidence of this. Plaintiff Perez was employed as a Dispatcher, Customer Service Attendant, and Yard Assistant, with duties including responding to calls and orders, creating schedules for drivers, preparing paperwork, creating invoices, dispatching directions and maps to the team, handling procurement for yards, and keeping inventory for the Madera and Fresno facilities. (Perez Decl., ¶ 2.) He offers conclusory statements, such as "and the other employees regularly experienced working off-the-clock, such as often receiving time sensitive phone calls prior to clocking in for our shifts. For example, I often had to respond to the dispatcher regarding drivers who were scheduled to work before me. Additionally, I and the other employees frequently experienced late, missed, and/or interrupted meal and rest periods. For example, due to understaffing, it became a regular practice for management to interrupt our meal periods or have us take late meal periods to address customer needs." (Perez Decl., ¶ 4.) Torres' declaration reads the same, though he was employed as a Yard Worker and Customer Service Representative with duties including selling and loading products, assisting customers to select products for their projects, and handling phone orders, quotes, and estimates. (Perez Decl., ¶ 2.) The settlement class includes all non-exempt employees of defendant during the class period

(December 8, 2019 through January 2, 2025). No evidence is presented showing that the two plaintiffs' jobs are similar to those of the other purported class members, or all employees within the class were subjected to the same working conditions, employment policies or practices. The motion is not supported by evidence of common policies and practices applicable to the whole proposed class.

The adequacy of representation component of the community of interest requirement for class certification comes into play when the party opposing certification brings forth evidence indicating widespread antagonism to the class suit. " 'The adequacy inquiry ... serves to uncover conflicts of interest between named parties and the class they seek to represent.' [Citation.] '... To assure "adequate" representation, the class representative's personal claim must not be inconsistent with the claims of other members of the class. [Citation.]' [Citation.]" (*J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 212.)

"[T]he adequacy inquiry should focus on the abilities of the class representative's counsel and the existence of conflicts between the representative and other class members." (*Caro v. Procter & Gamble Co.* (1993) 18 Cal.App.4th 644, 669.) This consideration is satisfied, as counsel has substantial class action experience.

Settlement Approval

"[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.) "[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished ... [therefore] the factual record must be before the ... court must be sufficiently developed." (*Id.* at p. 130.)

Clark v. America Residential Services (2009) 175 Cal.App.4th 785 vacated approval of a class settlement coupled with class certification, an award of \$25,000 each to two named plaintiffs, and more. The problem was that the plaintiffs presented "no evidence regarding the likelihood of success on any of the 10 causes of action, or the number of unpaid overtime hours estimated to have been worked by the class, or the average hourly rate of pay, or the number of meal periods and rest periods missed, or the value of minimum wage violations, and so on." (*Id.* at p. 793.)

Here, informal discovery and production of time and pay records occurred, which were analyzed by an expert, providing the basis for counsel's estimations of

defendant's maximum potential exposure. Counsel provides an adequate discussion of the weaknesses and risks involved in taking the case through trial, sufficient to conclude that the proposed settlement is fair and reasonable.

The court can preliminarily approve the requested award of attorney's fees and costs. Plaintiffs' counsel seek \$141,667 in attorney fees, which is 1/3 of the total gross settlement, plus costs of up to \$40,000. 1/3 is within the range of fees that have been approved by other courts in class actions, which frequently approve fees based on a percentage of the common fund. (*City & County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-11; *Quinn v. State* (1975) 15 Cal.3d 162, 168; see also *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26.)

While it is true that courts have found fee awards based on a percentage of the common fund are reasonable, the California Supreme Court has also found that the trial court has discretion to conduct a lodestar "cross-check" to double check the reasonableness of the requested fees. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503-504 [although class counsel may obtain fees based on a percentage of the class settlement, courts may also perform a lodestar cross-check to ensure that the fees are reasonable in light of the number of hours worked and the attorneys' reasonable hourly rates].)

The court prefers to do a lodestar analysis as a cross-check on the reasonableness of the fees. Counsel provides preliminary information showing that their lodestar totals \$96,365. The court finds the billing rates to be reasonable. With the final approval motion counsel will need to produce detailed billing records. While the court may award a lesser amount of fees on final approval, the information submitted is sufficient to preliminarily approve the requested fee award. The court will approve payment of only the actual costs incurred, which must also be documented.

The motion seeks preliminary approval of \$10,000 enhancement payments to both plaintiffs. Plaintiffs' counsel includes in his declaration a conclusory statement that the enhancement payment is reasonable, but includes no specific information about plaintiffs' services to the class. Plaintiffs Perez and Torres estimate that they spent 45-50 and 47-53 hours on this matter, respectively. Based on the information provided, the court will approve \$4,000 for enhancement payments each.

The settlement provides that class administrator Apex Class Action LLC will be paid \$7,000, even though it agreed to cap its fee at \$6,500. The court will approve no more than the actual cost of administration.

Ruling

Issued By:



(Judge's initials)

on 2-6-24

(Date)

SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO Civil Unlimited Department, Central Division 1130 "O" Street Fresno, California 93724-0002 (559) 457-1900	FOR COURT USE ONLY
TITLE OF CASE: Rick Perez vs. Rosenbalm Rockery, Inc. / COMPLEX / CLASS ACTION / LEAD CASE	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 24CECG00952

I certify that I am not a party to this cause. A true copy of the 02/06/2026 From Chambers Minute Order and copy of Order After Hearing issued 02/06/2026 has been processed and:

- ☒ I certify that, pursuant to California Rules of Court, rule 2.251, and Code of Civil Procedure section 1010.6, the following document(s) have been electronically served by the Superior Court of California, County of Fresno. The list of electronically served recipients are listed below.
- ☐ Placed in a sealed envelope and:
- ☐ Deposited with the United States Postal Service, mailed first class, postage fully prepaid and addressed as shown below.
- ☐ Placed for collection and mailing on the date and at the place shown below following our ordinary business practices. I am readily familiar with this court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with postage fully prepaid.

Place of mailing/e-mailing: **Fresno, California 93724-0002** on:

Date: **February 6, 2026**

Clerk, by , Deputy

Jonathan M. Genish
Blackstone Law APC
mdietz@blackstoneepc.com

Gregory C. Simonian
Casas Riley & Simonian
gsimonian@legalteam.com

☐ Clerk's Certificate of Mailing Additional Address Page Attached

EXHIBIT 5

**AMENDMENT NO. 1 TO
CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This Amendment No. 1 to Class Action and PAGA Settlement Agreement is entered into between Plaintiffs Sam Torres and Rick Perez (together, “Plaintiffs”) and Defendant Rosenbalm Rockery, Inc. (“Defendant”) (collectively, with Plaintiffs, the “Parties”) pursuant to Paragraph 49 of the Class Action and PAGA Settlement Agreement (“Original Agreement”) entered into between the Parties on October 29, 2025.

A. Paragraph 14 of the Original Agreement is hereby amended to state as follows:

Enhancement Payments. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments in the amounts up to Four Thousand Dollars and Zero Cents (\$4,000.00) each to Plaintiffs (total, \$8,000.00). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other payments they are entitled to under the Settlement. The Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

B. Paragraph 16 of the Original Agreement is hereby amended to state as follows:

Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set

1 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
2 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
3 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
4 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
5 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
6 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
7 Settlement Class Members.

8 **C. The Notice of Class Action Settlement attached to the Original Agreement as "Exhibit**
9 **A" is hereby replaced with the revised Notice of Class Action Settlement attached**
10 **hereto as "Exhibit A."**

11 Dated: March 30, 2026

PLAINTIFF SAM TORRES

12 By: Samuel Torres
13 Plaintiff Sam Torres

14 Dated: March 30, 2026

PLAINTIFF RICK PEREZ

15 By: R Perez
16 Plaintiff Rick Perez

17 Dated: March 30, 2026

**DEFENDANT ROSENBALM ROCKERY,
18 INC.**

19 By: _____
20 Full Name: Todd Rosenbalm
21 Title: Vice President
22 On behalf of Defendant Rosenbalm Rockery, Inc.
23
24
25
26
27
28

1 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
2 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
3 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
4 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
5 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
6 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
7 Settlement Class Members.

8 **C. The Notice of Class Action Settlement attached to the Original Agreement as "Exhibit**
9 **A" is hereby replaced with the revised Notice of Class Action Settlement attached**
10 **hereto as "Exhibit A."**

11 Dated: March 30, 2026

PLAINTIFF SAM TORRES

12
13 By: _____
Plaintiff Sam Torres

14
15 Dated: March 30, 2026

PLAINTIFF RICK PEREZ

16
17 By: _____
Plaintiff Rick Perez

18
19 Dated: March 30, 2026

**DEFENDANT ROSENBALM ROCKERY,
INC.**

20
21 By:  _____
Full Name: Todd Rosenbalm
22 Title: Vice President
23 On behalf of Defendant Rosenbalm Rockery, Inc.
24
25
26
27
28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Perez; Torres v. Rosenbalm Rockery, Inc.
Superior Court of California for the County of Fresno, Case No. 24CECG00952
Torres v. Rosenbalm Rockery, Inc.
Superior Court of California for the County of Fresno, Case No. 24CECG01868

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Sam Torres ("Plaintiff Torres") and Rick Perez ("Plaintiff Perez") (together, "Plaintiffs") and Defendant Rosenbalm Rockery, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Perez; Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court, Case No. 24CECG00952 ("Class Action") and *Torres v. Rosenbalm Rockery, Inc.*, Fresno County Superior Court, Case No. 24CECG01868 ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 4, 2020 through August 31, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"Aggrieved Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from February 23, 2023 through August 31, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On February 23, 2024, Plaintiff Torres provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated ("PAGA Letter"). On March 4, 2024, Plaintiffs commenced a putative class action lawsuit by filing a Class Action Complaint ("Class Operative Complaint") in the Class Action. On April 29, 2024, Plaintiff Torres commenced a representative action lawsuit by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("PAGA Operative Complaint") in the PAGA Action. On August 19, 2024, the Court entered an Order consolidating the Class Action and PAGA Action (together, "Actions").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et*

seq. (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement and Amendment No. 1 to Class Action and PAGA Settlement Agreement (together, “Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Torres and Plaintiff Perez as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Melissa Rodriguez
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00) to each Plaintiffs (total, \$8,000.00) for their services in the Actions; (3) the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% (\$18,750.00) (“LWDA Payment”) and the remaining 25% (\$6,250.00) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Five Hundred

Dollars and Zero Cents (\$6,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the Aggrieved Employee Amount, i.e., 25% of the PAGA Allocation, by the Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From March 4, 2020 through August 31, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From February 23, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery, Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime, straight time, and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order and including claims for penalties under California Labor Code sections 2699, 558, 210, 226, 226.3, 1174.5, 1197.1, and 1199, penalties under applicable IWC Wage Orders, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

"Released Parties" means Defendant and its current and former owners, officers, directors, employees, agents, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$141,667.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs seek the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) each (“Enhancement Payments”) (total, \$8,000.00) in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, they will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery, Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*Perez; Torres v. Rosenbalm Rockery Inc.*, Case No. 24CECG00952); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 8 of the Fresno County Superior Court, located at B.F. Sisk Court, 1130 O Street, Fresno, California 93721, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting: <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>. Once on the page, use the search bar to enter the case numbers provided above and click “Submit.” The case details will appear-click the number listed next to the case name to access the full case history. Scroll down to view all documents filed in the case.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT THE ATTORNEYS IN THIS MATTER:**

CLASS COUNSEL ...

Blackstone Law, APC

DEFENSE COUNSEL...

Casas Riley Simonian LLP

EXHIBIT 6

Date	Type of Expense	Description of Expense	Amount
11/30/2023	Mailing	Mailing Cost - Welcome PKG	\$1.59
12/5/2023	Mailing	Mailing Cost - Records Request to Rosenbalm Rockery, Inc.	\$8.53
2/23/2024	Mailing	Mailing Cost - PAGA Letter to Rosenbalm Rockery, Inc. (Sam Torres)	\$8.69
2/23/2024	Filing	Filing Fee PAGA Letter (Sam Torres)	\$75.00
3/1/2024	Mailing	Mailing Cost - Welcome Pkg	\$1.63
3/1/2024	Mailing	Mailing Cost - Rosenbalm Rockery, Inc. (Reynaldo Sanchez)	\$8.69
3/8/2024	Filing	Steno - Complaint Packet	\$1,997.20
4/23/2024	Filing	Steno - Notice of Posting Jury Fees	\$262.45
5/6/2024	Service	Steno - Personal Service	\$219.45
5/9/2024	Filing	Steno - Complaint Packet (PAGA)	\$647.20
6/26/2024	Filing	Steno - Notice of Remote Appearance; Order Granting; POS	\$59.95
7/8/2024	Filing	Steno - CMC Statement	\$99.95
7/9/2024	Filing	Steno - Notice of Remote Appearance; Order; POS	\$59.95
7/10/2024	Filing	Steno - CCD: Order Regarding Remote Appearance	\$175.00
7/10/2024	Filing	Steno - Order Regarding Remote Appearance	\$99.95
8/7/2024	Filing	Steno - Proof of Service (PAGA)	\$59.95
8/14/2024	Filing	Steno - Case Management Statement (PAGA)	\$59.95
8/16/2024	Filing	Steno - Proof of Service (PAGA)	\$59.95
8/23/2024	Filing	Steno - Notice of Remote Appearance; Order; Proof of Service (PAGA)	\$59.95
8/26/2024	Filing	Steno - Notice of Remote Appearance; Order; Proof of Service	\$59.95
11/4/2024	Filing	Steno - Notice of Remote Appearance; Order; Proof of Service	\$59.95
12/11/2024	Filing	Steno - Plaintiff amd Cross-Defendant Sam Torres' Verified Answer to Cross Complaint	\$59.95
4/1/2025	Mediation	Check to Ortman Mediation	\$15,000.00
4/1/2025	Mailing	Mialing Cost - Ortman Mediation	\$8.40
5/12/2025	Filing	Steno - Notice of Remote Appearance; Order Granting; POS	\$59.95
7/14/2025	Expert Fee	Payment to Berger Consulting Group	\$4,875.00
11/3/2025	Filing	Steno - Concierge eFiling Joint Case Management Conference Statement	\$59.95
11/9/2025	Filing	Steno - Concierge eFiling Notice of Remote Appearance, Order Regarding Remote Appearance	\$59.95
11/11/2025	Filing	Steno - Concierge eFiling Proof of Service	\$59.95
1/14/2026	Filing	Steno - Motion for Preliminary Approval	\$180.95
1/23/2026	Filing	Steno - Notice of Remote Appearance	\$59.95
1/23/2026	Filing	Steno - Joint Case Management Statement	\$59.95
1/26/2026	Expert Fee	Payment to Berger Consulting Group	\$1,620.00

Total: **\$26,188.93**

EXHIBIT 7



Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Vie 09/01/2026 12:39

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

01/09/2026 09:39:34 AM

Thank you for your submission to the Labor and Workforce Development Agency.

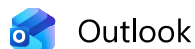
Item submitted: Proposed Settlement

On 01/09/2026 09:39:34 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1012803-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 4/17/2026 10:24 AM

To Ana Turcios <aturcios@blackstonepc.com>

[External Email].

04/17/2026 10:24:11 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/17/2026 10:24:11 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1012803-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)