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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually and
on behalf of others similarly situated, and as
aggrieved employees and Private Attorneys
General,

Plaintiffs,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California; and
DOES 1 through 50, inclusive,
Defendants.

Case No.: 30-2022-01290173-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
William Claster, Dept. CX101]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFFS'
SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Date: November 14, 2025

Time: 8:30 a.m.

Dept.: 1

Action Filed: March 22, 2024

Trial Date: None Set

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I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and co-counsel for the Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava (“Plaintiffs”) in the captioned matter. I am a member in good standing of the bar of the State of California and admitted to practice in this Court. I have personal knowledge of the facts stated in this petition and could testify competently to them if called upon to do so.

2. This declaration is submitted in support of Plaintiffs' Supplemental Brief in Support of Motion for Preliminary Approval of Class Action and PAGA Action Settlement. On October 3, 2025, the Court issued a Tentative Ruling (the "Tentative Ruling") continuing the hearing on Plaintiffs' Motion and requesting certain changes be made to the documents filed in support of Plaintiffs' Motion. Attached hereto as **Exhibit A** is a true and correct copy of the October 3, 2025 Tentative Ruling. After reviewing the Tentative Ruling, Plaintiffs and Defendant LDI Mechanical, Inc. ("Defendant") (collectively with Plaintiffs, the "Parties") met and conferred regarding the issues raised by the Court.

3. Neither I nor the other attorneys at my law firm are aware of any class, representative or other collective action pending in any other court that asserts claims similar to those asserted in this action. Further, in advance of filing this Supplemental Brief, I performed a search of the PAGA Case Search website (<https://cadir.my.salesforce-sites.com/PagaSearch>) and the Case Portal by Courthouse News Service (cncaseportal.com) to confirm that no additional class, representative or other collective actions have been filed, and no additional LWDA letters have been submitted, against Defendant that assert claims similar to those asserted in this action. I also sent, by email, Aden Khachadorian, an attorney at my firm and proposed class counsel in this matter, a firm-wide email inquiring if any member of my law firm was aware of any class, representative, or other collective action pending in any other court that asserts claims similar to those asserted in this action. I know this because I was copied on Mr. Khachadorian's firm-wide email. No one from my law firm stated that they were aware of any class, representative, or other

1 collection action pending in any other court that asserts claims similar to those asserted in this
2 action.

3 4. Attached hereto as **Exhibit B** is a true and correct clean copy of the Amended
4 [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Action Settlement
5 that was revised in accordance with the Court's Tentative Ruling (the "Amended [Proposed]
6 Order"). Plaintiff is further lodging the Amended [Proposed] Order concurrently with this filing.
7 The Class Notice, Dispute Form, Exclusion Form, and Objection Form (collectively, the "Notice
8 Packet") are attached as Exhibit 1 to the revised Amended [Proposed] Order. Attached hereto as
9 **Exhibit C** is a true and correct copy of the redlined version of Plaintiffs' Amended [Proposed]
10 Order, reflecting all revisions made to the [Proposed] Order pursuant to the Court's Tentative
11 Ruling.

12 5. The Parties have included the range of potential recovery by the Settlement Class
13 Members on page 4 of the proposed Class Notice. Attached hereto as **Exhibit D** is a true and
14 correct clean copy of the Parties' revised Notice Packet with all proposed edits incorporated
15 therein. Attached hereto as **Exhibit E** is a true and correct copy of the redlined version of the
16 Parties' revised Notice Packet, reflecting all revisions made to the Notice Packet pursuant to the
17 Court's Tentative Ruling.

18 6. After a thorough review of the Class Notice and all Notice Packet documents,
19 Plaintiffs' counsel are unable to find any section symbols used in the Class Notice or Notice
20 Packet documents. Plaintiffs' counsel submits that they have ensured that no section symbols
21 appear in the Notice Packet, pursuant to the Court's CMO.

22 7. Plaintiffs' counsel has removed all references to "non-exempt" from the Notice
23 Packet.

24 8. Plaintiffs' counsel has removed all references to "et al." from the Class Notice and
25 all Notice Packet documents.

26 9. Plaintiffs' counsel has added the contact information for the Settlement
27 Administrator, Phoenix Class Action Administration Solution ("Phoenix"), in the Exclusion Form
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1 and Objection Form, and has ensured that Phoenix's contact information is included throughout
2 the Notice Packet wherever referenced.

3 10. I apologize for the erroneous reference to the declaration of Jodey Lawrence of
4 Phoenix in the initial declaration I submitted in support of Plaintiffs' Motion for Preliminary
5 Approval of Class Action and PAGA Action Settlement. I had anticipated filing the declaration
6 of Jodey Lawrence when preparing my declaration. However, Phoenix ultimately provided my
7 firm with the Declaration of Kevin Lee of Phoenix in Support of Plaintiffs' Motion for
8 Preliminary Approval of Class Action and PAGA Action Settlement in lieu of the declaration of
9 Jodey Lawrence, which Plaintiffs ultimately filed in support of the Motion on August 7, 2025. I
10 apologize for my oversight and failure to update my declaration accordingly to instead reference
11 Kevin Lee's declaration.

12 11. Finally, concurrently with the filing of this Supplemental Brief, Plaintiffs have
13 submitted copies of this Supplemental Brief, all papers and declarations filed in support hereof,
14 and the Amended [Proposed] Order to the California Labor and Workforce Development Agency
15 ("LWDA"). Attached hereto as **Exhibit F** is a true and correct copy of Plaintiffs' supplemental
16 submission to the LWDA and the LWDA's confirmation of receipt.

17 I declare under penalty of perjury under the laws of California and the United States that
18 the foregoing is true and correct. Executed on November 5, 2025, at El Segundo, California.

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21 Matthew K. Moen
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EXHIBIT A

Tentative Rulings for October 6, 2025

Department 1

**To request oral argument, you must notify Judicial Secretary
Vanessa Siojo at (760) 904-5722
and inform all other counsel no later than 4:30 p.m.**

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings. (See Riverside Superior Court Local Rule 3316.) Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at <https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>. If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 1 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear telephonically, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

COUNSEL AND SELF-REPRESENTED PARTIES ARE ENCOURAGED TO APPEAR AT ANY LAW AND MOTION DEPARTMENT TELEPHONICALLY WHEN REQUESTING ORAL ARGUMENTS.

TO APPEAR TELEPHONICALLY: On the day of the hearing, call into one of the phone numbers listed below, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252,
1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: **160 638 4172**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

For additional information and instructions on telephonic appearances, visit the court's website at <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>

Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.

1.

CVRI2401542	HERNANDEZ VS LDI MECHANICAL	MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
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Tentative Ruling:

The motion for preliminary approval of the proposed class action settlement cannot be granted in its present form because it fails to comply with the applicable provisions of the Case Management Order.

No later than November 6, 2025, the parties shall file documents that fully comply with the CMO. The hearing is continued to November 14, 2025, at 8:30 A.M.

The case management is vacated.

Analysis:

The moving papers fail to comply with the CMO in a variety of respects. Those failures include but are not limited to the following:

Plaintiffs' counsel's declaration fails to indicate whether they made a reasonable inquiry in their law firm to determine whether any similar representative claim has been asserted in any other court.

The notice, objection form, and exclusion form are not attached to the proposed order.

The notice does not describe the range of potential recovery by the settling class members.

The notice uses section symbols, contrary to the express terms of the CMO.

The notice uses "non-exempt," contrary to the express terms of the CMO

The notice and the dispute, objection, and exclusion forms all use "et al.," contrary to the express terms of the CMO.

The objection and exclusion forms do not include the contact information of the administrator.

In addition:

The declaration of Moen represents that a declaration of Jodey Lawrence would be filled in support of the motion. No declaration of Lawrence appears to have been filed.

In any future filings, counsel shall not attach a declaration as an exhibit to another declaration.

2.

CVRI2500069	MCCULLOUGH VS TACO BELL	MOTION VERIFIED APPLICATION FOR THE ADMISSION PRO HAC VICE OF ATTORNEY ALAN F. PRYOR AS TO DALY MCCULLOUGH
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Tentative Ruling:

The unopposed application of Mr. Pryor for admission pro hac vice is granted. The proposed order is signed without modification.

3.

CVRI2502993

DILLARD VS FIVE BELOW

MOTION TO COMPEL ARBITRATION
BY FIVE BELOW

Tentative Ruling:

The defendant's unopposed motion to compel arbitration is granted. The proposed order is signed with the following modifications. On page 2, lines 3-4, the words "and in opposition to" are stricken. In paragraph 2, the Court strikes "dismissed/." The name of the judge signing the order is changed to Craig G. Riemer, retired.

The case management conference is vacated and the matter is placed in inactive status.

EXHIBIT B

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF RIVERSIDE**

15 FALCAO RIVELINO HERNANDEZ and
16 SERGIO RODRIGUEZ NAVA, individually
17 and on behalf of others similarly situated, and
18 as aggrieved employees and Private Attorneys
General,

19 Plaintiffs,

20 vs.

21 LDI MECHANICAL, INC., a Delaware
22 corporation doing business in California; and
23 DOES 1 through 50, inclusive,

24 Defendant.

Case No. CVRI2401542

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Date: November 14, 2025

Time: 8:30 a.m.

Dept.: 1

Action Filed: March 22, 2024

Trial Date: None Set

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**AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
SETTLEMENT**

1 The Motion of Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava
2 (“Plaintiffs”) for Preliminary Approval of Class Action and PAGA Action Settlement came on
3 regularly for hearing before this Court on November 14, 2025 at 8:30 a.m. This Court, having
4 considered the proposed Stipulation of Settlement (“Settlement Agreement”) attached as Exhibit
5 A to the Declaration of Matthew K. Moen filed in support of Plaintiffs’ Motion; having considered
6 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Action Settlement,
7 Memorandum of Points and Authorities in support thereof, supporting declarations filed
8 therewith; and Supplemental Declaration of Matthew K. Moen filed in Support of Motion for
9 Preliminary Approval of Class Action and PAGA Action Settlement; and good cause appearing,
10 HEREBY ORDERS THE FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action settlement as set
12 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
13 that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes
14 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
15 there is a sufficiently well-defined community of interest among the members of the Settlement
16 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
17 conditional certification of the following Settlement Class:

18 All current and former non-exempt employees who worked for
19 Defendant LDI Mechanical, Inc. in California at any time from
20 March 22, 2020, until the earlier of: (i) June 8, 2025; or (ii) the date
21 when the Defendant exercises the option to cutoff the aggregate
workweeks at 139,292 total workweeks.

22 2. The Settlement Agreement specifies for an attorneys’ fees award not to exceed
23 one-third of the Maximum Settlement Amount (\$966,666.67), an award of litigation expenses
24 incurred not to exceed \$60,000.00, proposed Class Representative Enhancement Payments to
25 Plaintiffs in an amount not to exceed \$7,500.00 each (total of \$15,000.00), and PAGA civil
26 penalties in the amount of \$100,000.00 (25% of which (\$25,000.00) will be paid to PAGA
27 Aggrieved Employees). The Court will not approve the amount of attorneys' fees and costs,
28 enhancement payments, or PAGA civil penalties, until the Final Approval Hearing.

1 3. For purposes of the Settlement, the Court designates named Plaintiffs Falcao
2 Rivelino Hernandez and Sergio Rodriguez Nava as Class Representatives, and designates Heather
3 Davis, Carlos Jimenez, and Amir Nayebedadash of Protection Law Group, LLP, and Paul K.
4 Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class
5 Counsel.

6 4. The Court designates Phoenix Settlement Administrators as the third-party
7 Settlement Administrator for mailing notices.

8 5. The Court approves, as to form and content, the Class Notice, Request for
9 Exclusion Form, Objection Form, and Dispute Form (collectively, the “Notice Packet”), attached
10 as Exhibit 1 to this Proposed Order.

11 6. The Court finds that the form of notice to the Settlement Class regarding the
12 pendency of the action and of the Settlement, and the methods of giving notice to members of the
13 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
14 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
15 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
16 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
17 United States Constitutions, and other applicable law.

18 7. The Court further approves the procedures for the Settlement Class members to
19 opt out of or object to the Settlement, as set forth in the Class Notice.

20 8. The procedures and requirements for filing objections in connection with the Final
21 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
22 presentation of any Settlement Class member’s objection to the Settlement in accordance with the
23 due process rights of all members of the Settlement Class.

24 9. The Court directs the Settlement Administrator to mail the Notice Packet to the
25 members of the Settlement Class in accordance with the terms of the Settlement. The Court directs
26 the Settlement Administrator to carry out all duties as required by the Settlement.
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1 10. The Court orders the Settlement Administrator to redact the last four digits of all
2 individuals' Social Security Numbers ("SSN") from any forms and/or documents filed in
3 connection with the motion for final approval.

4 11. No claim form is required for Settlement Class Members to receive their
5 settlement payment. The Class Notice shall provide at least sixty (60) calendar days' notice for
6 members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice shall
7 be accompanied by an exclusion form and objection form that Settlement Class members may
8 use. Any Request for Exclusion or Objection shall be submitted directly to the Settlement
9 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
10 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
11 Objections to counsel for all parties. The Settlement Administrator shall file a declaration
12 concurrently with the filing of the Motion for Final Approval of Class Action Settlement which
13 authenticates a copy of every Request for Exclusion and Objection received by the Settlement
14 Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class
15 member of any continuance of the hearing on Plaintiffs' Motion for Final Approval of Class
16 Action Settlement.

17 12. The Final Approval Hearing on the question of whether the Settlement should be
18 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
19 located at 4050 Main Street, Riverside, California 92501 on March 27, 2026 at 8:30 a.m.

20 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
21 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
22 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
23 application for reasonable attorneys' fees, reimbursement of litigation expenses, Enhancement
24 Payments, settlement administration costs, and payment to the Labor & Workforce Development
25 Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be
26 granted.

27 14. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

expenses, Plaintiffs' Enhancement Payments, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is below (assuming preliminary approval is granted on November 14, 2025):

Event	Date
Defendant to provide Class Member information to the Settlement Administrator no later than [10 business days after preliminary approval]:	December 2, 2025
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Member information]:	December 16, 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement, or submit a dispute [60 calendar days after mailing]:	February 14, 2026
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	March 5, 2026
Final Approval Hearing:	March 27, 2026 at 8:30 a.m.

16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____, 2025

Hon. Harold W. Hopp
Judge of the Superior Court

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.
Riverside County Superior Court
Case No.: CVRI2401542

To: All current and former employees who worked for Defendant LDI Mechanical, Inc. in California at any time from March 22, 2020, until <<CLOSE OF CLASS PERIOD>>.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant LDI Mechanical, Inc.’s (hereinafter “Defendant”) records show that you are or were employed by Defendant in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<WEBSITE URL>>

What is this case about?

Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava (“Plaintiffs”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former employees who worked for Defendant in California during the Class Period. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiffs allege that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages owed upon separation of employment; (7) failed to timely pay all wages during employment; (8) failed to furnish accurate, itemized wage statements; (9) engaged in unlawful and unfair business practices; and (10) are liable for civil penalties under the Private Attorneys General Act (“PAGA”).

A PAGA action is a form of representative enforcement action that permits employee plaintiffs to act on behalf of the State of California to enforce Labor Code provisions. Acting as a private attorney general, an “aggrieved employee” who has experienced at least one Labor Code violation may bring a PAGA claim to recover civil penalties for the employer’s violations. Seventy-five percent (75%) of any penalties recovered are paid to the Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%) is distributed among all aggrieved employees.

Defendant denies that it has done anything wrong. Defendant also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of

disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiffs and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class: PROTECTION LAW GROUP, LLP Carlos Jimenez carlos@protectionlawgroup.com Amir Nayebedadash amir@protectionlawgroup.com Jeffrey Jimenez jeffrey@protectionlawgroup.com Heather Davis heather@protectionlawgroup.com Stephanie Papayanis stephanie@protectionlawgroup.com 149 Sheldon Street El Segundo, California 90245 Tel: (424) 290-3095 Fax: (866) 264-7880 HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Matthew K. Moen mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: MAGARIAN & DIMERCURIO, APLC Krista DiMercurio krista@magarianlaw.com Mark Magarian mark@magarianlaw.com 20 Corporate Park, Suite 255 Irvine, CA 92606 Tel: (714) 415-3412 Fax: (714) 276-9944
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former employees who work or worked for Defendant during the Class Period. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$2,900,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representatives’ Enhancement Payments.

Defendant will fund the settlement by depositing the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement, the Gross Settlement Amount shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$966,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award the Class Representatives Enhancement Payments of \$7,500.00 to each Class Representative, for a total of \$15,000.00, to compensate them for their service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate \$100,000.00 towards the Settlement of the PAGA claims in the Action. \$75,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$25,000.00 will be allocated to Aggrieved Employees as the “PAGA Amount” as described below.

Calculation of Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated among Settlement Class Members (except those who submit a timely and valid Request for Exclusion) based on the number of workweeks each Settlement Class Member worked as an employee during the Class Period. The Settlement Award for each Settlement Class Member will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

- (ii) PAGA Amount. \$25,000.00 of the Gross Settlement Amount is designated as the “PAGA Amount.” Each current and former employee who worked for Defendant in California at any time from March 22, 2023, until <<CLOSE OF PAGA PERIOD>> (the “PAGA Period”) will receive a share of the PAGA Amount in proportion to the number of weekly pay periods worked during the PAGA Period. Each individual’s share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of workweeks worked by that individual during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees (including those who opt out of the class action portion of the Settlement) during the PAGA Period.

The average Settlement Payment to Settlement Class members is estimated at \$1,423.13. The lowest Settlement Payment to a Settlement Class member is estimated at \$13.76. The highest Settlement Payment to a Settlement Class member is estimated at \$3,744.69.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (1/3) wages and two-thirds (2/3) penalties and interest. The Settlement Administrator will be responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the settlement awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Gross Settlement Amount.

Release. Plaintiffs and every member of the Settlement Class (except those who opt-out) will release and forever discharge Defendant, and all of its past and present officers, directors, employees, and agents (collectively the “Released Parties”) from any and all claims, demands, rights, liabilities, and/or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations, claims, and/or theories in the operative complaint in the Action, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to furnish accurate, compliant, and itemized wage statements; (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative complaint; and (h) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action arising out of or based on the facts and/or legal theories alleged in the operative complaint (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

In addition, Plaintiffs and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts alleged in Plaintiff Hernandez’s letter dated March 22, 2024, and Plaintiff Rodriguez’s letter dated June 7, 2024 to the LWDA, and only to the extent they are alleged in the operative complaint in the Action.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of weekly pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

What other options do I have?

Disputing Information in Notice. Your estimated Settlement Award has been calculated and is listed in the enclosed Dispute Form. As explained above, your estimated Settlement Award is based on the number of workweeks you worked for Defendant in California during the Class Period and the number of weekly pay periods you worked for Defendant in California during the PAGA Period. The information from Defendant's records used to calculate your Settlement Award is included in your Dispute Form. If you believe the information in that Notice is incorrect, you may submit a written dispute along with any documents supporting your position. Any dispute and supporting documentation must be mailed to the Settlement Administrator and postmarked no later than **<<RESPONSE DEADLINE>>**. Do not send original documents. Anything you send will not be returned or preserved.

The Settlement Administrator may contact you for clarification and will consult with the Parties to determine whether an adjustment is warranted. Under the terms of the Settlement Agreement, the Settlement Administrator will determine whether you are eligible for a Settlement Award and the amount of that award, if any. The Settlement Administrator's decision will be final and binding.

Exclude Yourself from the Settlement. If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, telephone number, and signature, and must be postmarked no later than **<<RESPONSE DEADLINE>>**. A copy of the Request for Exclusion Form is included with this Notice.

Send the completed Request for Exclusion Form directly to the Settlement Administrator at Rodriguez v. LDI Mechanical, Inc. Settlement Administrator, P.O. Box 7208, Orange, CA, 92863. If you submit a timely and valid Request for Exclusion, you will no longer be a Settlement Class Member and will not receive a Settlement Award. However, you may not opt out of the PAGA portion of the Settlement, and you will still receive a share of the PAGA Amount, as described above.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the class action portion of the Settlement. However, you may not object to the PAGA portion of the Settlement. If the Court overrules your objection, you will still be bound by the terms of the Settlement.

To object, you may submit a written Objection Form to the Settlement Administrator at Rodriguez v. LDI Mechanical, Inc. Settlement Administrator, P.O. Box 7208, Orange, CA, 92863. Your written objection must include your name, address, the case name and number (*Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542), and a detailed explanation of each reason for your objection. If you are represented by an attorney, you must also provide your attorney's contact information. You may attach legal or factual support for your objection, including any evidence. Objections must be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing, currently scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You may appear either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Payments. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may

contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Matthew K. Moen In Support of Plaintiffs' Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION FILING DATE>>. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

DISPUTE FORM

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.,
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU BELIEVE THAT THE NUMBER OF WORKWEEKS OR PAY PERIODS LISTED BELOW IS INCORRECT, YOU MAY DISPUTE THE INFORMATION BY SUBMITTING DOCUMENTATION SHOWING THE CORRECT NUMBER OF WORKWEEKS OR PAY PERIODS YOU BELIEVE YOU WORKED DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR: PHOENIX SETTLEMENT ADMINISTRATORS RODRIGUEZ V. LDI MECHANICAL, INC. SETTLEMENT ADMINISTRATOR, P.O. BOX 7208, ORANGE, CA, 92863.

DEADLINE: ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>.

According to Defendant's records:

- You worked ____ workweeks for LDI Mechanical, Inc. in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- There were a total of ____ workweeks worked for LDI Mechanical, Inc. in California by all Class Members between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- You worked ____ weekly pay periods for LDI Mechanical, Inc. in California between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>; and
- There were a total of ____ weekly pay periods worked for LDI Mechanical, Inc. in California by all PAGA Aggrieved Employees between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>.

Based on this information, your Settlement Award is estimated to be \$ _____. Your share of the PAGA Amount is estimated to be \$ _____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

REQUEST FOR EXCLUSION FORM

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

PHOENIX CLASS ACTION ADMINISTRATION SOLUTION
Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.
SETTLEMENT ADMINISTRATOR
P.O. BOX 7208
ORANGE, CA 92863
TOLL-FREE: (800) 523-5773
FAX: (949) 209-2503
EMAIL: INFO@PHOENIXCLASSACTION.COM

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *FALCAO RIVELINO HERNANDEZ, V. LDI MECHANICAL, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2401542.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

OBJECTION FORM

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc,
Riverside County Superior Court
Case No.: CVRI2401542

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT RODRIGUEZ V. LDI MECHANICAL, INC. SETTLEMENT ADMINISTRATOR, P.O. BOX 7208, ORANGE, CA, 92863. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE **<<RESPONSE DEADLINE>>**. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name

Telephone Number

Address

Last 4 SSN

Date

Signature

**DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH
ADDITIONAL PAGES IF NECESSARY:**

EXHIBIT C

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

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually
and on behalf of others similarly situated, and
as aggrieved employees and Private Attorneys
General,

Plaintiffs,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California; and
DOES 1 through 50, inclusive,

Defendant.

Case No. CVRI2401542

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Date: ~~September 8~~November 14, 2025

Time: 8:30 a.m.

Dept.: 1

Action Filed: March 22, 2024

Trial Date: None Set

1 The Motion of Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava
2 (“Plaintiffs”) for Preliminary Approval of Class Action and PAGA Action Settlement came on
3 regularly for hearing before this Court on ~~September 8~~November 14, 2025 at 8:30 a.m. This
4 Court, having considered the proposed Stipulation of Settlement (“Settlement Agreement”) attached as Exhibit A to the Declaration of Matthew K. Moen filed ~~concurrently herein~~in support
5 of Plaintiffs’ Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Class
6 Action and PAGA Action Settlement, Memorandum of Points and Authorities in support thereof,
7 ~~and~~ supporting declarations filed therewith; and Supplemental Declaration of Matthew K. Moen
8 filed in Support of Motion for Preliminary Approval of Class Action and PAGA Action
9 Settlement; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action settlement as set
12 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
13 that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes
14 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
15 there is a sufficiently well-defined community of interest among the members of the Settlement
16 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
17 conditional certification of the following Settlement Class:

18 All current and former non-exempt employees who worked for
19 Defendant LDI Mechanical, Inc. in California at any time from
20 March 22, 2020, until the earlier of: (i) June 8, 2025; or (ii) the date
21 when the Defendant exercises the option to cutoff the aggregate
workweeks at 139,292 total workweeks.

22 2. The Settlement Agreement specifies for an attorneys’ fees award not to exceed
23 one-third of the Maximum Settlement Amount (\$966,666.67), an award of litigation expenses
24 incurred not to exceed \$60,000.00, proposed Class Representative Enhancement Payments to
25 Plaintiffs in an amount not to exceed \$7,500.00 each (total of \$15,000.00), and PAGA civil
26 penalties in the amount of \$100,000.00 (25% of which (\$25,000.00) will be paid to PAGA
27 Aggrieved Employees). The Court will not approve the amount of attorneys’ fees and costs,
28 enhancement payments, or PAGA civil penalties, until the Final Approval Hearing.

1 3. For purposes of the Settlement, the Court designates named Plaintiffs Falcao
2 Rivelino Hernandez and Sergio Rodriguez Nava as Class Representatives, and designates Heather
3 Davis, Carlos Jimenez, and Amir Nayebedadash of Protection Law Group, LLP, and Paul K.
4 Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class
5 Counsel.

6 4. The Court designates Phoenix Settlement Administrators as the third-party
7 Settlement Administrator for mailing notices.

8 5. The Court approves, as to form and content, the Class Notice, Request for
9 Exclusion Form, Objection Form, and Dispute Form (collectively, the “Notice Packet”), attached
10 as Exhibit 1 to this Proposed Order.

11 6. The Court finds that the form of notice to the Settlement Class regarding the
12 pendency of the action and of the Settlement, and the methods of giving notice to members of the
13 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
14 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
15 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
16 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
17 United States Constitutions, and other applicable law.

18 7. The Court further approves the procedures for the Settlement Class members to
19 opt out of or object to the Settlement, as set forth in the Class Notice.

20 8. The procedures and requirements for filing objections in connection with the Final
21 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
22 presentation of any Settlement Class member’s objection to the Settlement in accordance with the
23 due process rights of all members of the Settlement Class.

24 9. The Court directs the Settlement Administrator to mail the Notice Packet to the
25 members of the Settlement Class in accordance with the terms of the Settlement. The Court directs
26 the Settlement Administrator to carry out all duties as required by the Settlement.
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1 10. The Court orders the Settlement Administrator to redact the last four digits of all
2 individuals' Social Security Numbers ("SSN") from any forms and/or documents filed in
3 connection with the motion for final approval.

4 11. No claim form is required for Settlement Class Members to receive their
5 settlement payment. The Class Notice shall provide at least sixty (60) calendar days' notice for
6 members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice shall
7 be accompanied by an exclusion form and objection form that Settlement Class members may
8 use. Any Request for Exclusion or Objection shall be submitted directly to the Settlement
9 Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or
10 Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and
11 Objections to counsel for all parties. The Settlement Administrator shall file a declaration
12 concurrently with the filing of the Motion for Final Approval of Class Action Settlement which
13 authenticates a copy of every Request for Exclusion and Objection received by the Settlement
14 Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class
15 member of any continuance of the hearing on Plaintiffs' Motion for Final Approval of Class
16 Action Settlement.

17 12. The Final Approval Hearing on the question of whether the Settlement should be
18 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
19 located at 4050 Main Street, Riverside, California 92501 on ~~January 28~~March 27, 2026 at 8:30
20 a.m.

21 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
22 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
23 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
24 application for reasonable attorneys' fees, reimbursement of litigation expenses, Enhancement
25 Payments, settlement administration costs, and payment to the Labor & Workforce Development
26 Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be
27 granted.

28 14. Counsel for the parties shall file memoranda, declarations, or other statements and

materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' Enhancement Payments, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

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17.15. An implementation schedule is below (assuming preliminary approval is granted on ~~September 8~~ November 14, 2025):

Event	Date
Defendant to provide Class Member information to the Settlement Administrator no later than [10 business days after preliminary approval]:	~~September 23~~ <u>December 2</u> , 2025
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Member information]:	~~October 7~~ <u>December 16</u> , 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement, or submit a dispute [60 calendar days after mailing]:	~~December 6~~ <u>February 14</u> , 2025 ~~6~~
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	~~January 5~~ <u>March 95</u> , 2026
Final Approval Hearing:	~~January 28~~ <u>March 27</u> ~~April 1~~ , 2026 at 8:30 a.m.

18.16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

19.17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____, 2025 _____

Hon. Harold W. Hopp
Judge of the Superior Court

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EXHIBIT D

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.

Riverside County Superior Court

Case No.: CVRI2401542

To: All current and former employees who worked for Defendant LDI Mechanical, Inc. in California at any time from March 22, 2020, until <<CLOSE OF CLASS PERIOD>>.

**PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant LDI Mechanical, Inc.’s (hereinafter “Defendant”) records show that you are or were employed by Defendant in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<WEBSITE URL>>

What is this case about?

Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava (“Plaintiffs”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former employees who worked for Defendant in California during the Class Period. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiffs allege that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages owed upon separation of employment; (7) failed to timely pay all wages during employment; (8) failed to furnish accurate, itemized wage statements; (9) engaged in unlawful and unfair business practices; and (10) are liable for civil penalties under the Private Attorneys General Act (“PAGA”).

A PAGA action is a form of representative enforcement action that permits employee plaintiffs to act on behalf of the State of California to enforce Labor Code provisions. Acting as a private attorney general, an “aggrieved employee” who has experienced at least one Labor Code violation may bring a PAGA claim to recover civil penalties for the employer’s violations. Seventy-five percent (75%) of any penalties recovered are paid to the Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%) is distributed among all aggrieved employees.

Defendant denies that it has done anything wrong. Defendant also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of

disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiffs and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class: PROTECTION LAW GROUP, LLP Carlos Jimenez carlos@protectionlawgroup.com Amir Nayebedadash amir@protectionlawgroup.com Jeffrey Jimenez jeffrey@protectionlawgroup.com Heather Davis heather@protectionlawgroup.com Stephanie Papayanis stephanie@protectionlawgroup.com 149 Sheldon Street El Segundo, California 90245 Tel: (424) 290-3095 Fax: (866) 264-7880 HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Matthew K. Moen mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: MAGARIAN & DIMERCURIO, APLC Krista DiMercurio krista@magarianlaw.com Mark Magarian mark@magarianlaw.com 20 Corporate Park, Suite 255 Irvine, CA 92606 Tel: (714) 415-3412 Fax: (714) 276-9944
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former employees who work or worked for Defendant during the Class Period. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$2,900,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representatives’ Enhancement Payments.

Defendant will fund the settlement by depositing the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement, the Gross Settlement Amount shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$966,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award the Class Representatives Enhancement Payments of \$7,500.00 to each Class Representative, for a total of \$15,000.00, to compensate them for their service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate \$100,000.00 towards the Settlement of the PAGA claims in the Action. \$75,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$25,000.00 will be allocated to Aggrieved Employees as the “PAGA Amount” as described below.

Calculation of Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated among Settlement Class Members (except those who submit a timely and valid Request for Exclusion) based on the number of workweeks each Settlement Class Member worked as an employee during the Class Period. The Settlement Award for each Settlement Class Member will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

- (ii) PAGA Amount. \$25,000.00 of the Gross Settlement Amount is designated as the “PAGA Amount.” Each current and former employee who worked for Defendant in California at any time from March 22, 2023, until <<CLOSE OF PAGA PERIOD>> (the “PAGA Period”) will receive a share of the PAGA Amount in proportion to the number of weekly pay periods worked during the PAGA Period. Each individual’s share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of workweeks worked by that individual during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees (including those who opt out of the class action portion of the Settlement) during the PAGA Period.

The average Settlement Payment to Settlement Class members is estimated at \$1,423.13. The lowest Settlement Payment to a Settlement Class member is estimated at \$13.76. The highest Settlement Payment to a Settlement Class member is estimated at \$3,744.69.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (1/3) wages and two-thirds (2/3) penalties and interest. The Settlement Administrator will be responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the settlement awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Gross Settlement Amount.

Release. Plaintiffs and every member of the Settlement Class (except those who opt-out) will release and forever discharge Defendant, and all of its past and present officers, directors, employees, and agents (collectively the “Released Parties”) from any and all claims, demands, rights, liabilities, and/or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations, claims, and/or theories in the operative complaint in the Action, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to furnish accurate, compliant, and itemized wage statements; (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative complaint; and (h) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action arising out of or based on the facts and/or legal theories alleged in the operative complaint (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

In addition, Plaintiffs and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts alleged in Plaintiff Hernandez’s letter dated March 22, 2024, and Plaintiff Rodriguez’s letter dated June 7, 2024 to the LWDA, and only to the extent they are alleged in the operative complaint in the Action.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of weekly pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

What other options do I have?

Disputing Information in Notice. Your estimated Settlement Award has been calculated and is listed in the enclosed Dispute Form. As explained above, your estimated Settlement Award is based on the number of workweeks you worked for Defendant in California during the Class Period and the number of weekly pay periods you worked for Defendant in California during the PAGA Period. The information from Defendant's records used to calculate your Settlement Award is included in your Dispute Form. If you believe the information in that Notice is incorrect, you may submit a written dispute along with any documents supporting your position. Any dispute and supporting documentation must be mailed to the Settlement Administrator and postmarked no later than **<<RESPONSE DEADLINE>>**. Do not send original documents. Anything you send will not be returned or preserved.

The Settlement Administrator may contact you for clarification and will consult with the Parties to determine whether an adjustment is warranted. Under the terms of the Settlement Agreement, the Settlement Administrator will determine whether you are eligible for a Settlement Award and the amount of that award, if any. The Settlement Administrator's decision will be final and binding.

Exclude Yourself from the Settlement. If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, telephone number, and signature, and must be postmarked no later than **<<RESPONSE DEADLINE>>**. A copy of the Request for Exclusion Form is included with this Notice.

Send the completed Request for Exclusion Form directly to the Settlement Administrator at Rodriguez v. LDI Mechanical, Inc. Settlement Administrator, P.O. Box 7208, Orange, CA, 92863. If you submit a timely and valid Request for Exclusion, you will no longer be a Settlement Class Member and will not receive a Settlement Award. However, you may not opt out of the PAGA portion of the Settlement, and you will still receive a share of the PAGA Amount, as described above.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the class action portion of the Settlement. However, you may not object to the PAGA portion of the Settlement. If the Court overrules your objection, you will still be bound by the terms of the Settlement.

To object, you may submit a written Objection Form to the Settlement Administrator at Rodriguez v. LDI Mechanical, Inc. Settlement Administrator, P.O. Box 7208, Orange, CA, 92863. Your written objection must include your name, address, the case name and number (*Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542), and a detailed explanation of each reason for your objection. If you are represented by an attorney, you must also provide your attorney's contact information. You may attach legal or factual support for your objection, including any evidence. Objections must be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing, currently scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You may appear either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Payments. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may

contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Matthew K. Moen In Support of Plaintiffs' Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION FILING DATE>>. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

DISPUTE FORM

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.,
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU BELIEVE THAT THE NUMBER OF WORKWEEKS OR PAY PERIODS LISTED BELOW IS INCORRECT, YOU MAY DISPUTE THE INFORMATION BY SUBMITTING DOCUMENTATION SHOWING THE CORRECT NUMBER OF WORKWEEKS OR PAY PERIODS YOU BELIEVE YOU WORKED DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR: PHOENIX SETTLEMENT ADMINISTRATORS RODRIGUEZ V. LDI MECHANICAL, INC. SETTLEMENT ADMINISTRATOR, P.O. BOX 7208, ORANGE, CA, 92863.

DEADLINE: ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>.

According to Defendant's records:

- You worked ____ workweeks for LDI Mechanical, Inc. in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- There were a total of ____ workweeks worked for LDI Mechanical, Inc. in California by all Class Members between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- You worked ____ weekly pay periods for LDI Mechanical, Inc. in California between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>; and
- There were a total of ____ weekly pay periods worked for LDI Mechanical, Inc. in California by all PAGA Aggrieved Employees between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>.

Based on this information, your Settlement Award is estimated to be \$ _____. Your share of the PAGA Amount is estimated to be \$ _____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

REQUEST FOR EXCLUSION FORM

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

PHOENIX CLASS ACTION ADMINISTRATION SOLUTION
Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.
SETTLEMENT ADMINISTRATOR
P.O. BOX 7208
ORANGE, CA 92863
TOLL-FREE: (800) 523-5773
FAX: (949) 209-2503
EMAIL: INFO@PHOENIXCLASSACTION.COM

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Falcao Rivelino Hernandez, v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *FALCAO RIVELINO HERNANDEZ, V. LDI MECHANICAL, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2401542.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

OBJECTION FORM

Falcao Rivelino Hernandez, v. LDI Mechanical, Inc,
Riverside County Superior Court
Case No.: CVRI2401542

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT RODRIGUEZ V. LDI MECHANICAL, INC. SETTLEMENT ADMINISTRATOR, P.O. BOX 7208, ORANGE, CA, 92863. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name

Telephone Number

Address

Last 4 SSN

Date

Signature

**DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH
ADDITIONAL PAGES IF NECESSARY:**

EXHIBIT E

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Falcao Rivelino Hernandez, ~~et al.~~ v. LDI Mechanical, Inc.
Riverside County Superior Court
Case No.: CVRI2401542

To: All current and former ~~non-exempt~~ employees who worked for Defendant LDI Mechanical, Inc. in California at any time from March 22, 2020, until <<CLOSE OF CLASS PERIOD>>.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Falcao Rivelino Hernandez, ~~et al.~~ v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant LDI Mechanical, Inc.’s (hereinafter “Defendant”) records show that you are or were employed by Defendant in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<WEBSITE URL>>

What is this case about?

Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava (“Plaintiffs”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former ~~non-exempt~~ employees who worked for Defendant in California during the Class Period. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiffs allege that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages owed upon separation of employment; (7) failed to timely pay all wages during employment; (8) failed to furnish accurate, itemized wage statements; (9) engaged in unlawful and unfair business practices; and (10) are liable for civil penalties under the Private Attorneys General Act (“PAGA”).

A PAGA action is a form of representative enforcement action that permits employee plaintiffs to act on behalf of the State of California to enforce Labor Code provisions. Acting as a private attorney general, an “aggrieved employee” who has experienced at least one Labor Code violation may bring a PAGA claim to recover civil penalties for the employer’s violations. Seventy-five percent (75%) of any penalties recovered are paid to the Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%) is distributed among all aggrieved employees

Defendant denies that it has done anything wrong. Defendant also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of

disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiffs and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class:	Attorneys for Defendant:
PROTECTION LAW GROUP, LLP Carlos Jimenez carlos@protectionlawgroup.com Amir Nayebdadash amir@protectionlawgroup.com Jeffrey Jimenez jeffrey@protectionlawgroup.com Heather Davis heather@protectionlawgroup.com Stephanie Papayanis stephanie@protectionlawgroup.com 149 Sheldon Street El Segundo, California 90245 Tel: (424) 290-3095 Fax: (866) 264-7880 HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Matthew K. Moen mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	MAGARIAN & DIMERCURIO, APLC Krista DiMercurio krista@magarianlaw.com Mark Magarian mark@magarianlaw.com 20 Corporate Park, Suite 255 Irvine, CA 92606 Tel: (714) 415-3412 Fax: (714) 276-9944

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former ~~non-exempt~~ employees who work or worked for Defendant during the Class Period. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$2,900,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representatives' Enhancement Payments.

Defendant will fund the settlement by depositing the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement, the Gross Settlement Amount shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$966,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award the Class Representatives Enhancement Payments of \$7,500.00 to each Class Representative, for a total of \$15,000.00, to compensate them for their service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate \$100,000.00 towards the Settlement of the PAGA claims in the Action. \$75,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$25,000.00 will be allocated to Aggrieved Employees as the "PAGA Amount" as described below.

Calculation of Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated among Settlement Class Members (except those who submit a timely and valid Request for Exclusion) based on the number of workweeks each Settlement Class Member worked as an ~~an non-exempt~~ employee during the Class Period. The Settlement Award for each Settlement Class Member will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

- (ii) PAGA Amount. \$25,000.00 of the Gross Settlement Amount is designated as the “PAGA Amount.” Each current and former ~~non-exempt~~ employee who worked for Defendant in California at any time from March 22, 2023, until <<CLOSE OF PAGA PERIOD>> (the “PAGA Period”) will receive a share of the PAGA Amount in proportion to the number of weekly pay periods worked during the PAGA Period. Each individual’s share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of workweeks worked by that individual during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees (including those who opt out of the class action portion of the Settlement) during the PAGA Period.

The average Settlement Payment to Settlement Class members is estimated at <<AVERAGE PAYMENT>> \$1,423.13. The lowest Settlement Payment to a Settlement Class member is estimated at <<LOWEST PAYMENT>> \$13.76. The highest Settlement Payment to a Settlement Class member is estimated at <<HIGHEST PAYMENT>> \$3,744.69.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (1/3) wages and two-thirds (2/3) penalties and interest. The Settlement Administrator will be responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the settlement awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Gross Settlement Amount.

Release. Plaintiffs and every member of the Settlement Class (except those who opt-out) will release and forever discharge Defendant, and all of its past and present officers, directors, employees, and agents (collectively the “Released Parties”) from any and all claims, demands, rights, liabilities, and/or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations, claims, and/or theories in the operative complaint in the Action, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to furnish accurate, compliant, and itemized wage statements; (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative complaint; and (h) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action arising out of or based on the facts and/or legal theories alleged in the operative complaint (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

In addition, Plaintiffs and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts alleged in Plaintiff Hernandez’s letter dated March 22, 2024, and Plaintiff Rodriguez’s letter dated June 7, 2024 to the LWDA, and only to the extent they are alleged in the operative complaint in the Action.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of weekly pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

What other options do I have?

Disputing Information in Notice. Your estimated Settlement Award has been calculated and is listed in the enclosed Dispute Form. As explained above, your estimated Settlement Award is based on the number of workweeks you worked for Defendant in California during the Class Period and the number of weekly pay periods you worked for Defendant in California during the PAGA Period. The information from Defendant's records used to calculate your Settlement Award is included in your Dispute Form. If you believe the information in that Notice is incorrect, you may submit a written dispute along with any documents supporting your position. Any dispute and supporting documentation must be mailed to the Settlement Administrator and postmarked no later than <<RESPONSE DEADLINE>>. Do not send original documents. Anything you send will not be returned or preserved.

The Settlement Administrator may contact you for clarification and will consult with the Parties to determine whether an adjustment is warranted. Under the terms of the Settlement Agreement, the Settlement Administrator will determine whether you are eligible for a Settlement Award and the amount of that award, if any. The Settlement Administrator's decision will be final and binding.

Exclude Yourself from the Settlement. If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, telephone number, and signature, and must be postmarked no later than <<RESPONSE DEADLINE>>. A copy of the Request for Exclusion Form is included with this Notice.

Send the completed Request for Exclusion Form directly to the Settlement Administrator at Rodriguez v. LDI Mechanical, Inc. Settlement Administrator, P.O. Box 7208, Orange, CA, 92863 <<INSERT ADMINISTRATOR CONTACT INFO>>. If you submit a timely and valid Request for Exclusion, you will no longer be a Settlement Class Member and will not receive a Settlement Award. However, you may not opt out of the PAGA portion of the Settlement, and you will still receive a share of the PAGA Amount, as described above.

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Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the class action portion of the Settlement. However, you may not object to the PAGA portion of the Settlement. If the Court overrules your objection, you will still be bound by the terms of the Settlement.

To object, you may submit a written Objection Form to the Settlement Administrator at Rodriguez v. LDI Mechanical, Inc. Settlement Administrator, P.O. Box 7208, Orange, CA, 92863 <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number (*Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542), and a detailed explanation of each reason for your objection. If you are represented by an attorney, you must also provide your attorney's contact information. You may attach legal or factual support for your objection, including any evidence. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing, currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You may appear either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for

attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Payments. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Matthew K. Moen In Support of Plaintiffs' Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION FILING DATE>>. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

DISPUTE FORM

Falcao Rivelino Hernandez, ~~et al~~ v. LDI Mechanical, Inc.,
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU BELIEVE THAT THE NUMBER OF WORKWEEKS OR PAY PERIODS LISTED BELOW IS INCORRECT, YOU MAY DISPUTE THE INFORMATION BY SUBMITTING DOCUMENTATION SHOWING THE CORRECT NUMBER OF WORKWEEKS OR PAY PERIODS YOU BELIEVE YOU WORKED DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR: PHOENIX SETTLEMENT ADMINISTRATORS RODRIGUEZ V. LDI MECHANICAL, INC. SETTLEMENT ADMINISTRATOR, P.O. BOX 7208, ORANGE, CA, 92863. <<INSERT ADMINISTRATOR CONTACT INFO>>

DEADLINE: ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>.

According to Defendant's records:

- You worked _____ workweeks for LDI Mechanical, Inc. in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- There were a total of _____ workweeks worked for LDI Mechanical, Inc. in California by all Class Members between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- You worked _____ weekly pay periods for LDI Mechanical, Inc. in California between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>; and
- There were a total of _____ weekly pay periods worked for LDI Mechanical, Inc. in California by all PAGA Aggrieved Employees between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>.

Based on this information, your Settlement Award is estimated to be \$ _____. Your share of the PAGA Amount is estimated to be \$ _____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

REQUEST FOR EXCLUSION FORM

Falcao Rivelino Hernandez, ~~et al.~~ v. LDI Mechanical, Inc.
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE, SIGN AND MAIL** OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE **<<RESPONSE DEADLINE>>**, ADDRESSED AS FOLLOWS:

~~INSERT SETTLEMENT ADMINISTRATOR~~ **PHOENIX CLASS ACTION ADMINISTRATION SOLUTION**

Falcao Rivelino Hernandez, ~~et al.~~ v. LDI Mechanical, Inc.
SETTLEMENT ADMINISTRATOR

~~<INSERT ADMINISTRATOR CONTACT INFO>~~ **P.O. BOX 7208**

ORANGE, CA 92863

TOLL-FREE: (800) 523-5773

FAX: (949) 209-2503

EMAIL: INFO@PHOENIXCLASSACTION.COM

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Falcao Rivelino Hernandez, ~~et al.~~ v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *FALCAO RIVELINO HERNANDEZ, ~~ET AL.~~ V. LDI MECHANICAL, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2401542.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

OBJECTION FORM

Falcao Rivelino Hernandez, ~~et al.~~ v. LDI Mechanical, Inc,
Riverside County Superior Court
Case No.: CVRI2401542

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT ~~<<INSERT ADMINISTRATOR CONTACT INFO>>~~ RODRIGUEZ V. LDI MECHANICAL, INC. SETTLEMENT ADMINISTRATOR, P.O. BOX 7208, ORANGE, CA, 92863. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE ~~<<RESPONSE DEADLINE>>~~. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name

Telephone Number

Address

Last 4 SSN

Date

Signature

DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY:

EXHIBIT F