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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

HERNAN NOTARIO CAZARIN, and
MOSES SILVA, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

U.C.I. CONSTRUCTION, INC., a
California corporation; COREY DELTA
CONSTRUCTORS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-24-101433

Judge: Hon. Thomas S. Clark

Department: 17

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
Plaintiffs' Notice of Motion and Motion;
Declaration of Enoch J. Kim; Declaration of
Scott M. Lindman; Declaration of Paul K.
Haines; Declaration of Madely Nava; and
[Proposed] Order]*

Date: January 30, 2026

Time: 8:30 AM

Dept.: 17

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1 4. On April 25, 2024, Plaintiff Cazarin filed a Class and Representative Action
2 Complaint in Kern County Superior Court (Case No. BCV-24-101433) against Defendants alleging
3 the following wage and hour violations: (1) Failure to Pay Overtime Wages; (2) Failure to Pay
4 Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5)
5 Failure to Reimburse Necessary Business Expenses; (6) Failure to Provide Accurate Wage
6 Statements; (7) Failure to Pay Wages Upon Termination; and (8) Unfair Competition. (Kim Decl.,
7 ¶ 10.) On July 1, 2024, Plaintiff Cazarin filed a First Amended Complaint adding a ninth cause of
8 action for civil penalties under the PAGA.

9 5. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Silva and Plaintiff Cazarin
10 gave timely written notice to Defendants and the LWDA by sending their PAGA Notices on
11 September 11, 2023 and April 25, 2024, respectively.

12 6. On October 22, 2024, Plaintiffs filed the Operative Second Amended Complaint in
13 the Action which added Plaintiff Silva and his pending claims (“Operative Complaint”). In light of
14 the filing of the Operative Second Amended Complaint in the Action including Plaintiff Silva and
15 his claims, Plaintiff Silva will file a request for dismissal of his action in Contra Costa County
16 Superior Court. The Parties, Class Counsel and Defense Counsel represent that they are not aware
17 of any other pending matter or action asserting claims that will be extinguished or affected by the
18 Settlement.

19 7. Before filing the lawsuit, Class Counsel investigated and researched the facts and
20 circumstances underlying the pertinent issues and the law applicable thereto. This required thorough
21 discussions and interviews between Class Counsel and Plaintiffs, as well as preliminary research
22 into the various legal issues involved in the case. After conducting their initial investigation, Class
23 Counsel determined that Plaintiffs’ claims were well-suited for class and representative action
24 adjudication owing to what appeared to be a common course of conduct affecting a similarly situated
25 group of employees.

26 8. In advance of mediation, Class Counsel conducted a thorough investigation into the
27 facts of, and applicable law to, the Action, including speaking to current and former employees of
28 Defendants regarding Defendants’ employment policies and practices. Prior to mediation, Plaintiffs

1 also obtained and analyzed a representative sampling of time and payroll data for Class Members
2 and the necessary policy documents through informal discovery to properly evaluate the strengths
3 and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs'
4 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
5 *Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168
6 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

7 9. Defendants, for their part, vigorously contested liability, the amount of claimed
8 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
9 documents and other gathered data, Class Counsel believed that this case was appropriate for
10 resolution via mediation. Given the high level of risk present for both sides, the Parties elected to
11 mediate Plaintiffs' claims and explore the possibility of settlement.

12 10. On June 10, 2024, the Parties mediated this case with Mediator Michael Dickstein, a
13 respected and highly experienced mediator in wage and hour class actions. During mediation,
14 Plaintiffs' and Defendants' counsel discussed all aspects of the case, including the risks of litigation
15 and the risks to all Parties of proceeding with a motion for class certification, as well as the law
16 relating to unpaid wages, meal periods, rest period, wage statements, and final pay. The Parties
17 agreed to settle the lawsuit according to the terms set forth in the Settlement Agreement.

18 11. From Class Counsel's review of the strengths and weaknesses of the case and the
19 risks and delays posed by further litigation, Class Counsel believes that the Settlement is fair and
20 reasonable. Further, and based on the settlement negotiations, which were extensive and conducted
21 in good faith and at arm's length between attorneys with substantial experience litigating class
22 actions and wage and hour cases, the Settlement Agreement was the product of a non-collusive
23 settlement process in which the Parties were forced to make significant compromises in the interest
24 of reaching a full and complete settlement of the lawsuit.

25 12. To reiterate, the amount available for distribution to Class Members who do not opt
26 out of the settlement is \$916,000.00 (Nine Hundred Sixteen Thousand Dollars with Zero Cents)
27 ("Gross Settlement Amount") less the following deductions: (1) up to one-third (1/3) of the GSA,
28 or \$305,333.33, to Class Counsel for Attorneys' Fees, and \$22,650.90 to Class Counsel for

reimbursement of reasonable expenses incurred to prosecute the Action (which is lower than the not to exceed amount of \$25,000.00 Class Counsel estimated in the Settlement Agreement); (2) up to \$7,500.00 to each Plaintiff (totaling \$15,000.00) as a Class Representative Service Payments for their service as the class representatives; (3) up to \$14,000.00 to the Settlement Administrator for its fees and costs to administer the Settlement; and (4) \$45,000.00 to the LWDA of the State of California for settlement of claims for civil penalties under PAGA, which will be paid out of the Gross Settlement Amount, leaving \$15,000.00 to be paid to Aggrieved Employees as Individual PAGA Payments. (Exh. 1, ¶¶ 3.1; 3.2.1; 3.2.2; 3.2.3; and 3.2.5.)

13. From my experience in wage and hour litigation, the present settlement has resulted in a substantial benefit to Class Members. In fact, the Individual Class Payment will average **\$602.02 per participating class member**, the highest payment is **\$3,619.00**, and the lowest payment is **\$13.50**. (Declaration of Madely Nava, “Nava Decl.,” ¶ 18.) The Individual PAGA Payment will average \$40.54 per Aggrieved Employee, the highest individual PAGA Payment to an Aggrieved Employee is approximately \$136.76, and the lowest individual PAGA Payment is approximately \$1.23. (Nava Decl., ¶ 20.)

SETTLEMENT ADMINISTRATION

14. On September 12, 2025, Defendants provided the Administrator with the class data file, comprising the names, social security numbers, last known mailing addresses, and number of Class Workweeks and PAGA Pay Periods for 796 Class Members. (Nava Decl., ¶ 5) In preparation for the mailing process, all 796 names and addresses listed in the Class Data underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). (Nava Decl., ¶ 6) On October 6, 2025, the Administrator mailed the Notice Packet to these 796 individuals using U.S First Class Mail. (Nava Decl., ¶ 7) On October 31, 2025, Defendants informed the Administrator that an error had been identified in the previously provided list and that additional class members needed to be added. (Nava Decl., ¶ 8) As a result, 30 class members had not been mailed a Notice Packet, and the correct total class size was confirmed to be 826. (*Id.*) On December 10, 2025, a Notice Packet was mailed to the 30 class members who did not receive the initial notice. (Nava Decl., ¶ 9) For the first mailing, the deadline for submitting

1 a request for exclusion from the Settlement, objecting to the Settlement, and disputing the number
2 of Workweeks/PAGA Pay Periods was November 20, 2025. (Nava Decl., ¶¶ 13-15) For the second
3 mailing, the deadline for submitting a request for exclusion from the Settlement, objecting to the
4 Settlement, and disputing the number of Workweeks/PAGA Pay Periods is January 26, 2026. (*Id.*)
5 As of January 7, 2026, zero class members objected to the settlement, zero class members submitted
6 a dispute, and only one request for opting out of the Settlement Agreement was received by the
7 Administrator. (Kim Decl., ¶ 9; Nava Decl., ¶¶ 13-15) Therefore, there is currently a total of 825
8 Participating Class Members constituting 99.88% of the total 826 Settlement Class Members. (Kim
9 Decl., ¶ 9; Nava Decl., ¶ 16.

10 15. The fact that there was a 99.88% participation rate is a substantial indication that the
11 Settlement is fair and adequate.

12 16. The Administrator requests an Administration Expenses Payment of \$14,000.00 (*Id.*
13 at ¶ 21.)

14 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

15 17. The preliminarily approved settlement calls for the payment of up to \$305,333.33 in
16 attorneys' fees, plus up to \$25,000.00 of Class Counsel's costs (Class Counsel's actual costs in this
17 matter are \$22,752.50, which is slightly less than the allocated amount in the Settlement
18 Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the
19 substantial work they have put into this case and the risk they assumed by taking it in the first place.
20 The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that
21 they have already done and for all the work they will continue to do in carrying out and overseeing
22 the administration of the settlement.

23 **The Lodestar Method**

24 18. Class Counsel's lodestar calculation supports the requested attorneys' fees. The
25 lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
26 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
27 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
28 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the

1 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
2 Cal.App.4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors: (1)
3 the novelty and difficulty of the issues involved, (2) the skill displayed in presenting them, (3) the
4 extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the
5 contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
6 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

7 19. Class Counsel charges rates commensurate with the prevailing market rates in the
8 Los Angeles area for attorneys of comparable experience and skill in handling complex litigation.
9 Aside from being warranted by our skill, experience, and ability, Class Counsel rates that were used
10 in the application of the lodestar cross-check in this case are supported by the Laffey Matrix attached
11 hereto as **Exhibit 2**.

12 20. As for the *Serrano* factors, all militate in favor of the requested fee award. This case
13 raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity
14 in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods,
15 and failure to pay class members final wages.

16 21. This case was not straightforward. Class Counsel had to spend time researching and
17 analyzing each of these claims and issues in order to adequately assess the liability of Defendant.
18 Class Counsel then had to develop the evidence necessary through informal discovery to establish
19 Defendant’s liability. This was done through carefully sifting through hundreds of pages of
20 documents.

21 22. In sum, Class Counsel had to come up with creative approaches to these issues in
22 litigating the case and, ultimately, negotiating and crafting the settlement. To this end, Class Counsel
23 has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 25 below,
24 Class Counsel have spent a substantial number of hours working on this case. This time commitment
25 was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff
26 opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case
27 has prevented them from investing time and effort into other cases. Despite these considerations,
28 Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

1 23. Such is not always the case. Indeed, Class Counsel has invested time and money into
2 numerous other cases, including class actions, that have fizzled for one reason or another, leaving
3 Class Counsel completely without any compensation for effort. Here, Class Counsel has achieved a
4 beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their
5 efforts might have well been frustrated by any number of obstacles with which they were presented
6 along the way. Nor could class certification be guaranteed. However, Class Counsel was able to
7 navigate the shoals of unpredictability to achieve a desirable result, and they have done so without
8 receiving any compensation to speak of thus far because they took this case on a contingency-fee
9 basis.

10 24. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and
11 reasonable. Class Counsel conservatively estimates that they have invested over 263.9 hours of
12 attorney time in this matter.

13 As a Senior Counsel, my current billing rate is \$1,045.00 (17 years out of law school, Laffey
14 Matrix rate of \$948.00), and I have invested at least 43.9 hours in this matter with a lodestar amount
15 of \$45,875.50. Managing Attorney David Yeremian's current billing rate is \$1,375.00 (20 or more
16 years out of law school, Laffey Matrix rate of \$1,141.00), and he spent approximately 18.7 hours in
17 this matter with a lodestar amount of \$25,712.50. Senior Attorney David Keledjian's current billing
18 rate is \$925.00 (9 years out of law school, Laffey Matrix rate of \$948.00), and he spent
19 approximately 42 hours in this matter with a lodestar amount of \$38,850.00. Senior Attorney David
20 Arakelyan's current billing rate is \$585.00 (5 years out of law school, Laffey Matrix rate of
21 \$581.00), and he spent approximately 62.2 hours in this matter with a lodestar amount of
22 \$36,387.00. Associate Attorney Kevin Burns' billing rate at the time of being employed at D.Law,
23 Inc was \$475.00 (3 years out of law school, Laffey Matrix rate of \$473.00), and he spent
24 approximately 2.4 hours in this matter with a lodestar amount of \$1,140.00. Associate Attorney
25 Norayr Zakaryan's current billing rate is \$475.00 (1 years out of law school, Laffey Matrix rate of
26 \$473.00), and he spent approximately 50.8 hours in this matter with a lodestar amount of
27 \$24,130.00. Associate Attorney Eric Naessig, current billing rate is \$475.00 (4 years out of law
28 school, Laffey Matrix rate of \$473.00), and he spent approximately 10 hours in this matter with a

lodestar amount of \$4,750.00. Associate Attorney Samantha Smith's billing rate at the time of being employed at D.Law, Inc. was \$950.00, and she spent approximately 2 hours on this matter with a lodestar amount of \$1,900.00. Associate Attorney Pola Bernabe's billing rate at the time of being employed at D.Law, Inc. was \$475.00, and she spent approximately 2 hours on this matter with a lodestar amount of \$237.50.

25. The table below summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	Total Hours	Total Billables	Costs
Enoch J. Kim (D.LAW)	43.9	\$45,875.50	\$22,650.90
David Arakelyan (D.LAW)	62.2	\$36,387.00	
Norayr Zakaryan (D.LAW)	50.8	\$24,130.00	
David Keledjian (D.LAW)	42.0	\$38,850.00	
Kevin Burns (D.LAW)	2.4	\$1,140.00	
Samantha Smith (D.LAW)	2.0	\$1,900.00	
Pola Bernabe (D.LAW)	0.5	\$237.50	
David Yeremian (D.LAW)	18.7	\$25,712.50	
Eric J. Naessig (D.LAW)	10	\$4,750.00	
TOTAL:	232.5	\$179,642.50	\$22,650.90

26. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. See, e.g., *Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12, and expressly rejecting the argument that fee was either exorbitant or unconscionable). The fee request of \$305,333.33 results in a modest multiplier of approximately 1.29, which further evidences the reasonableness of the request.

The Percentage-of-the-Benefit Comparison

27. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the lodestar differs from the range of percentage fees freely negotiated in comparable litigation. See *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

28. Class Counsel took this case on a contingent-fee basis against a corporation represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, in such cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited.

29. Contingent-fee cases present the very real risk of working hundreds, if not thousands, of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving

1 the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of
2 dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial
3 investment, one would expect a reasonable rate of return on that investment. Here, however, the best
4 we can hope to recover is our money, and then only if we are substantially successful; if we are not,
5 all or part of this “investment” can be lost.

6 30. Class Counsel is well acquainted with the contingent-fee market throughout
7 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has
8 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
9 representatives in class-action suits. Many of those agreements required that counsel receive a fee
10 under certain scenarios that exceed one-third of the recovery. Plaintiff in this action signed a
11 contingency-fee agreement stating that Class Counsel could receive a fee under certain scenarios
12 that exceeds one-third of the recovery. Class counsel in contingency-fee cases typically receive
13 attorneys’ fees equal to or greater than a third of the gross settlement amount. An award of attorneys’
14 fees equivalent to one-third of the common fund is commensurate with judicial precedent. See
15 *Crandall v. U-Haul* (Los Angeles County Sup. Ct., Case No. BC178775), the Honorable Steven
16 Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v.*
17 *Cremer, Inc.* (Orange County Sup. Ct., Case No. 657778), the Honorable Donald E. Smallwood
18 awarded attorneys’ fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles
19 County Sup. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in
20 *Haitz v. Meyer, et al.*, Alameda County Sup. Ct., 8-201990 No. 572968-3, the court awarded a 40%
21 fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable
22 Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded
23 to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359
24 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
25 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff’s counsel in wage-and-hour
26 class actions that had not proceeded to the class-certification stage.

27 31. In light of the foregoing, the fee request in an amount equal to one-third of the Gross
28 Settlement Amount is well within the bounds that have been established by the above-cited

1 authority. Defendants have no objection to an award of fees in the amount requested. Moreover, the
2 Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel;
3 however, not a single Class Member has objected to an award of fees in the amount requested.

4 **Costs**

5 32. The preliminarily approved settlement calls for the payment of up to \$25,000.00 for
6 Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are
7 \$22,650.90. Class Counsel's Cost Log is attached hereto as **Exhibit 3**. Class Counsel incurred costs
8 including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process,
9 mediation fees, expert analysis fees, attorney-service costs for court filings, copy charges for
10 documents, and postage charges, all of which were necessarily and reasonably incurred to prosecute
11 this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel
12 requests a reimbursement of their incurred costs in the amount of \$22,650.90, with the difference of
13 the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net
14 Settlement Amount.

15 **ENHANCEMENT AWARD TO THE NAMED PLAINTIFF IS REASONABLE**

16 33. Plaintiffs are each entitled to a reasonable service payment for their efforts and
17 initiative in bringing and helping to prosecute this Action. Plaintiffs assumed great risk by
18 challenging Defendants' wage-and-hour policies and bringing suit against Defendants. Plaintiffs
19 spent time better apprising themselves of their rights, deciding whether remedial action should be
20 taken, how it should be taken, searching for attorneys, and finally contacting their attorneys, who
21 spent many hours with them discussing their case and the law. In the end, Plaintiffs decided to
22 vindicate not only their own rights but also those of their fellow employees by filing a class action
23 lawsuit.

24 34. The courage it took to stand up to Defendants should not be underestimated. Few
25 people want to confront their employers, let alone sue them. By suing their former employer,
26 Plaintiffs contend that they increased the risk of retaliation by prospective employers to which they
27 may apply in the future.

28 35. But Plaintiffs did not allow their fear of the potential repercussions of being a class

1 representative to deter him from acting for the benefit of Class Members. They have devoted a
2 substantial amount of time to helping Class Counsel effectively develop and prosecute this Action
3 at every stage of the litigation. Plaintiffs actively participated in this litigation and have been
4 continuously apprised of the progress of the case; provided documents and evidence to Class
5 Counsel in support of the class claims; invested significant time and efforts in performing their
6 duties on behalf of the Class, including preparing for settlement negotiations. In all, Plaintiffs
7 estimate that they have devoted numerous hours in preparing the Action and seeing it through to
8 settlement.

9 36. Plaintiff Silva spent a significant amount of time with Class Counsel detailing his
10 knowledge of Defendant's practices and assisting in the prosecution of this Action. He has
11 diligently, adequately, and fairly represented Class Members and has not placed his interests above
12 any member of the putative class. Class Counsel believes that Plaintiff is entitled to an enhancement
13 award for the time and effort he has devoted to this case. Defendant has agreed not to oppose it.
14 Such payments to class representatives are a common feature of settlements negotiated by Class
15 Counsel, and trial courts routinely approve them.

16 37. California trial courts routinely approve enhancement payments to class
17 representatives in wage-and-hour class-action settlements. See, e.g., *Bennett v. Countrywide*
18 *Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH*
19 *Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown*
20 *Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381
21 (\$35,000 to the current employee of defendant and \$20,000 to former employee); *Barry v. Cost*
22 *Plus, Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture*
23 *People, Inc.* (2003) Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named
24 plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000 for
25 each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC
26 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup.
27 Ct. Case No. BC 234231 (\$25,000).

38. Plaintiffs' requested Class Representative Service Payment of \$7,500.00 to each Plaintiff (for a total of \$15,000.00) represents a mere 1.6% of the Gross Settlement Amount Plaintiffs obtained on behalf of the Class. In light of the foregoing, Class Counsel believes the Class Representative Service Payment in the amount of \$7,500.00 to each Plaintiff is fair and reasonable.

LABOR CODE § 2699(s)(2) COMPLIANCE

39. In compliance with Labor Code §2699(s)(2), Plaintiffs have attached the proof of service of the Settlement Agreement as **Exhibit 4**.

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

Executed this 7th day of January 2026, at Glendale, California.

/s/ Enoch J. Kim
Enoch J. Kim

Exhibit 1

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**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: September 11, 2023

FAC Filed: November 17, 2023

Trial Date: None set

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CONSTRUCTORS, INC.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiffs Hernan Notario Cazarin and Moses Silva (collectively, “Plaintiffs”) and
3 Defendants U.C.I. Construction, Inc., and Corey Delta Constructors, Inc. (collectively,
4 “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or
5 individually as “Party.”

6 1. **DEFINITIONS.**

7 1.1 “Action” means the consolidated Operative Second Amended Complaint of the civil
8 actions initially filed and separately maintained by Plaintiffs against Defendants but since
9 consolidated into one single class and representative action entitled *Hernan Notario Cazarin and*
10 *Moses Silva v. U.C.I. Construction, Inc., et al.*, Case No. BCV-24-101433, and pending in the
11 Superior Court of the State of California, County of Kern.

12 1.2 “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity the Parties
13 have agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means and includes all individuals who were or have been
19 employed by Defendants in California as non-exempt, hourly employees at any time during the
20 PAGA Period.

21 1.5 “Class” means all persons employed by Defendants in California and classified as non-
22 exempt, hourly employees who worked for Defendants during the Class Period.

23 1.6 “Class Counsel” means Emil Davtyan, David Yeremian, David Keledjian, David
24 Arakelyan, and Enoch J. Kim of D.LAW, INC., Scott M. Lidman and Milan Moore of LIDMAN
25 LAW, APC, and Paul K. Haines of HAINES LAW GROUP, APC.

26 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for
27 reimbursement of reasonable attorneys’ fees and paid from the Gross Settlement Amount.
28

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the Court approved Notice of Settlement and Hearing Date for Final Approval, to be mailed to Class Members and include a Spanish translation, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from September 11, 2019 through October 25, 2024.

1.14 “Class Representatives” mean Hernan Notario Cazarin and Moses Silva, the named Plaintiffs in the Operative Second Amended Complaint in the Action seeking Court approval to serve as Class Representatives.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Kern.

1.17 “Defendants” means named Defendants U.C.I. Construction, Inc. and Corey Delta Constructors, Inc.

1.18 “Defense Counsel” means Michael E. Brewer of Baker & Mackenzie, LLP.

1.19 “Effective Date” means the date by which all of the following have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” means \$916,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Employee’s Taxes and Required Withholdings, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. The Gross Settlement Amount does not include employer’s share of payroll taxes which will be paid by Defendants in addition to the Gross Settlement Amount.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 “Operative Complaint” means the operative Second Amended Class and Representative Action Complaint filed in the Action on October 22, 2024.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from September 11, 2022 through October 25, 2024.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 “PAGA Notices” means Plaintiff Silva’s September 11, 2023 letter and Plaintiff Cazarin’s April 25, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$60,000.00), allocated 25% to the Aggrieved Employees (\$15,000.00) and 75% to LWDA (\$45,000.00) in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiffs” mean Moses Silva and Hernan Notario Cazarin, the named Plaintiffs in the Action.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means: Defendants U.C.I. Construction, Inc. and Corey Delta Constructors, Inc. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On September 11, 2023, Plaintiff Silva filed a Class Action Complaint in Contra Costa County Superior Court (Case No. C23-02276) alleging causes of action against Defendant for (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198 ; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7, and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5)

1 Failure to Timely Pay All Final Wages under Labor Code §§ 201, 202, and 203; (6) Failure to
2 Indemnify Under Labor Code § 2802; (7) Unfair Competition In Violation of Business &
3 Professions Code § 17200 *et seq.* On November 17, 2023, Plaintiff Silva filed his First Amended
4 Complaint, which added claims for penalties under PAGA, Labor Code §2698.

5 2.2 On April 25, 2024, Plaintiff Cazarin filed a Class and Representative Action Complaint
6 in Kern County Superior Court (Case No. BCV-24-101433) against Defendants alleging the
7 following wage and hour violations: (1) Failure to Pay Overtime Wages; (2) Failure to Pay
8 Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5)
9 Failure to Reimburse Necessary Business Expenses; (6) Failure to Provide Accurate Wage
10 Statements; (7) Failure to Pay Wages Upon Termination; and (8) Unfair Competition. On July 1,
11 2024, Plaintiff Cazarin filed a First Amended Complaint adding a ninth cause of action for civil
12 penalties under the PAGA.

13 2.3 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Silva and Plaintiff Cazarin
14 gave timely written notice to Defendant and the LWDA by sending their PAGA Notices on
15 September 11, 2023 and April 25, 2024, respectively.

16 2.4 Defendants deny the allegations in the Operative Complaint, deny any failure to comply
17 with the laws identified in the Operative Complaint, and deny any and all liability for the causes
18 of action alleged.

19 2.5 On June 10, 2024, the Parties participated in an all-day mediation presided over by
20 Mediator Michael Dickstein and were able to reach an agreement on general settlement terms.
21 The Parties memorialized their agreement in a Memorandum of Understanding on July 20, 2024.

22 2.6 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
23 of, and applicable law to, the Action, including speaking to current and former employees of
24 Defendants regarding Defendants' employment policies and practices. Prior to mediation,
25 Plaintiffs also obtained and analyzed a representative sampling of time and payroll data for Class
26 Members and the necessary policy documents through informal discovery to properly evaluate
27 the strengths and weakness of the claims and engage in meaningful settlement discussions.
28 Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*

v. Foot Locker Retail, Inc., 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.7 On October 22, 2024, Plaintiffs filed the Operative Second Amended Complaint in the Action which added Plaintiff Silva and his pending claims.

2.8 After this Agreement has been fully executed, and in light of the filing of the Operative Second Amended Complaint in the Action including Plaintiff Silva and his claims, Plaintiff Silva will dismiss his action which was filed in Contra Costa County Superior Court.

2.9 The Court has not granted class certification because the Parties engaged in mediation prior to any class certification briefing.

2.10 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay Nine Hundred and Sixteen Thousand Dollars (\$916,000.00) and no more as the Gross Settlement Amount and to separately pay any and all Employer Taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each, totaling \$15,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs’ request for Class

1 Representative Service Payments that do not exceed this amount. As part of the motion for the
2 Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any
3 Class Representative Service Payments no later than 16 (sixteen) court days prior to the Final
4 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
5 Representative Service Payment less than the amount requested, the Administrator will retain the
6 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
7 Administrator will pay the Class Representative Service Payments using IRS Form 1099.
8 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
9 Representative Service Payments.

10 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
11 Gross Settlement Amount, which is currently estimated to be \$305,333.33 and a Class Counsel
12 Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests
13 for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and
14 Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval
15 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
16 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
17 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
18 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
19 other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment
20 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
21 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
22 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
23 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless,
24 and indemnifies Defendants, from any dispute or controversy regarding any division or sharing
25 of any of these Payments.

26 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$14,000.00
27 except for a showing of good cause and as approved by the Court. To the extent the
28

Administration Costs are less or the Court approves payment of less than \$14,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five percent 75% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$15,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants represent there are approximately **785** Class Members who collectively worked a total of approximately **34,650** Workweeks from September 11, 2019 through October 25, 2024, and approximately **382** Aggrieved Employees who worked a total of approximately **13,000** PAGA Pay Periods from September 11, 2022 through the earlier of October 25, 2024 or the date of preliminary approval.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the

Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the

name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 **Plaintiffs’ Release.** Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1 **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

1 and that if known by him or her would have materially affected his or her settlement
2 with the debtor or Released Party.

3 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of
4 themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, release the Released Parties from all claims, rights,
6 demands, liabilities, and causes of action alleged or which could have reasonably been alleged
7 based on the facts alleged in the Operative Complaint that accrued during the Class Period
8 (collectively "Released Class Claims"). Except as set forth in Paragraph 5.3 of this Agreement,
9 Participating Class Members do not release any other claims, including claims for vested benefits,
10 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
11 insurance, disability, social security, workers' compensation, or claims based on facts occurring
12 outside the Class Period.

13 5.3 Release by Aggrieved Employees: All Aggrieved Employees, including Non-
14 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties
17 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
18 Complaint and the PAGA Notices to the LWDA that accrued during the PAGA period ("Released
19 PAGA Claims").

20 The Settlement shall release and bar all Released PAGA Claims by or on behalf of
21 Plaintiffs and all Aggrieved Employee during the PAGA Period, regardless of whether Plaintiffs
22 and/or an Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent pursuant
23 to this Settlement. The Parties agree that there is no statutory right for any Aggrieved Employee
24 to opt out or otherwise exclude himself or herself from the PAGA settlement and the associated
25 release of claims and rights under PAGA. The Parties also agree that Aggrieved Employees do
26 not have a right to intervene in or object to the Settlement, or to require a court to receive and
27 consider objections to the Settlement, and that Aggrieved Employees do not have a right to move
28 to vacate a judgement entered in the Action. As such, an individual Aggrieved Employee opting

1 out of the Class has no impact as to his/her standing and/or inclusion in the PAGA settlement
2 assuming they/he/she qualifies as an Aggrieved Employee. Class Counsel agrees to provide
3 timely notice of the Settlement to the LWDA as required under PAGA. Any Aggrieved
4 Employees who submit a valid and timely Request for Exclusion are still entitled to their
5 Individual PAGA Payment and have no right or ability to opt out of the portion of this Settlement
6 releasing the Released PAGA Claims.

7 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion
8 for preliminary approval (“Motion for Preliminary Approval”).

9 6.1 **Plaintiffs’ Responsibilities**. Plaintiffs will prepare all documents necessary for obtaining
10 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
11 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
12 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
13 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
14 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness
15 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
16 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
17 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
18 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
19 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
20 (Labor Code section 2699, subd. (l)(2)).

21 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
22 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
23 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
24 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
25 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

26 6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks

1 and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
2 Administrator shall update Class Member addresses using the National Change of Address
3 database.

4 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class
5 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
6 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
7 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
8 Notice to the most current address obtained. The Administrator has no obligation to make further
9 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
10 USPS a second time.

11 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
12 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
13 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
14 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
15 deadline with the re-mailed Class Notice.

16 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
17 discovers any persons who believe they should have been included in the Class Data and should
18 have received Class Notice, the Parties will expeditiously meet and confer in person or by
19 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
20 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
21 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
22 requiring them to exercise options under this Agreement not later than fourteen (14) days after
23 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

24 7.5 Requests for Exclusion (Opt-Outs).

25 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
26 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
27 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
28 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion

1 is a letter from a Class Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class Member's name,
3 address and email address or telephone number. To be valid, a Request for Exclusion must be
4 timely faxed, emailed, or postmarked by the Response Deadline.

5 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
6 to contain all the information specified in the Class Notice. The Administrator shall accept any
7 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
8 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
9 determination shall be final and not appealable or otherwise susceptible to challenge. If the
10 Administrator has reason to question the authenticity of a Request for Exclusion, the
11 Administrator may demand additional proof of the Class Member's identity. The Administrator's
12 determination of authenticity shall be final and not appealable or otherwise susceptible to
13 challenge.

14 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
15 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
16 bound by all terms and conditions of the Settlement, including the Participating Class Members'
17 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
18 Class Member actually receives the Class Notice or objects to the Settlement.

19 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
21 right to object to the class action components of the Settlement. Because future PAGA claims are
22 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
23 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
24 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

25 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
26 the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
27 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
28 allocated to the Class Member in the Class Notice. The Class Member may challenge the

1 allocation by communicating with the Administrator via fax, email or mail. The Administrator
2 must encourage the challenging Class Member to submit supporting documentation. In the
3 absence of any contrary documentation, the Administrator is entitled to presume that the
4 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
5 Data. The Administrator's determination of each Class Member's allocation of Workweeks
6 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
7 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
8 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
9 of the challenges.

10 **7.7 Objections to Settlement.**

11 7.7.1 Only Participating Class Members may object to the class action components of the
12 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
13 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Class Representative Service Payments.

15 7.7.2 Participating Class Members may send written objections to the Administrator, by
16 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
17 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
18 Participating Class Member who elects to send a written objection to the Administrator must do
19 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
20 14 days for Class Members whose Class Notice was re-mailed).

21 7.7.3 Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 **7.8 Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
24 performed or observed by the Administrator contained in this Agreement or otherwise.

25 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
26 maintain and use an internet website to post information of interest to Class Members including
27 the date, time and location for the Final Approval Hearing and copies of the Settlement
28 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;

1 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment and Class Representative Service Payments; the Final Approval Order; and
3 the Judgment. The Administrator will also maintain and monitor an email address and a toll-free
4 telephone number to receive Class Member calls, faxes and emails.

5 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
7 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
8 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
9 and other identifying information of Class Members who have timely submitted valid Requests
10 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
11 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
12 Exclusion from Settlement submitted (whether valid or invalid).

13 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
14 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
15 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
16 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
17 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
18 Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment
19 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
20 objections received.

21 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
22 address and make final decisions consistent with the terms of this Agreement on all Class Member
23 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
24 shall be final and not appealable or otherwise susceptible to challenge.

25 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by
26 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
27 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
28 for filing in Court attesting to its due diligence and compliance with all of its obligations under

1 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
2 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
3 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
4 number of written objections and attach the Exclusion List. The Administrator will supplement
5 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
6 for filing the Administrator's declaration(s) in Court.

7 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
8 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
9 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
10 identification number only of all payments made under this Agreement. At least fifteen (15) days
11 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
12 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
13 of all payments required under this Agreement. Class Counsel is responsible for filing the
14 Administrator's declaration in Court.

15 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
16 Defendants represented that there are approximately **785** Class Members who collectively worked
17 a total of approximately **34,650** Workweeks during the Class Period, and approximately **382**
18 Aggrieved Employees who worked a total of approximately **13,000** PAGA Pay Periods from
19 September 11, 2022 through October 25, 2024. If the total number of Workweeks increases by
20 more than 10% (i.e., to greater than **38,115** Workweeks), then Defendants must increase the Gross
21 Settlement Amount proportionally by the Workweeks worked in excess of 38,115 Workweeks
22 multiplied by the per Workweek value of \$26.44. If this escalator clause is triggered, the Parties
23 agree that the portion of the Gross Settlement Amount allocated to Class Counsel Fees will
24 increase proportionally such that the total amount of Class Counsel Fees remains one-third of the
25 Gross Settlement Amount after the upward adjustment required by this provision is implemented.

26 9. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion
27 identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may,
28 but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if

Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 **Response to Objections**. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 **Duty to Cooperate**. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 **Continuing Jurisdiction of the Court**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of

1 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
2 and (iii) addressing such post-Judgment matters as are permitted by law.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
6 counsel, and all Participating Class Members who did not object to the Settlement as provided in
7 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
8 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
9 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
10 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
11 obligations to perform under this Agreement will be suspended until such time as the appeal is
12 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
13 of the Net Settlement Amount.

14 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
15 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
16 modification of this Agreement (including, but not limited to, the scope of release to be granted
17 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
18 expeditiously work together in good faith to address the appellate court's concerns and to obtain
19 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
20 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
21 Court's award of the Class Representative Service Payments or any payments to Class Counsel
22 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
23 as long as the Gross Settlement Amount remains unchanged.

24 11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil
25 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
26 judgment.

27 12. **ADDITIONAL PROVISIONS**.
28

1 12.1 No Admission of Liability, Class Certification or Representative Manageability for
2 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
3 claims. Nothing in this Agreement is intended or should be construed as an admission by
4 Defendants that any of the allegations in the Operative Complaint has merit or that Defendants
5 have any liability for any claims asserted; nor should it be intended or construed as an admission
6 by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
7 certification and representative treatment is for purposes of this Settlement only. If, for any
8 reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
9 Defendants reserve the right to contest certification of any class for any reason, Defendants
10 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
11 for class certification on any grounds available and to contest Defendants' defenses. The
12 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
13 and will not be admissible in connection with, any litigation (except for proceedings to enforce
14 or effectuate the Settlement and this Agreement).

15 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
16 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
17 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
18 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
19 directly or indirectly, specifically or generally, to any person, corporation, association,
20 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
21 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
22 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
23 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
24 government agency. Each Party agrees to immediately notify the other Party of any judicial or
25 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
26 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
27 conversation or other communication, before the filing of the Motion for Preliminary Approval,
28 with any third party regarding this Agreement or the matters giving rise to this Agreement except

1 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
2 restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s
3 ethical obligations owed to Class Members.

4 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
6 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
7 to communicate with Class Members in accordance with Class Counsel’s ethical obligations
8 owed to Class Members.

9 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
12 inducements made to or by any Party.

13 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
16 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
17 terms of this Agreement including any amendments to this Agreement.

18 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution.

25 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
28 action, or right released and discharged by the Party in this Settlement.

1 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles.

13 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.

19 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
21 by Defendants in connection with the mediation, other settlement negotiations, or in connection
22 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
23 may not be used in any way that violates any existing contractual agreement, statute, or rule of
24 court. Not later than 90 days after the date when the Court discharges the Administrator's
25 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs
26 shall destroy, all paper and electronic versions of Class Data received from Defendants unless,
27 prior to the Court's discharge of the Administrator's obligation, Defendants makes a written
28 request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

LIDMAN LAW, APC
 Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
 Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
 2155 Campus Drive, Suite 150
 El Segundo, California 90245
 Tel: (424) 322-4772
 Fax: (424) 322-4775

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355

D.LAW, INC.
 Emil Davtyan (SBN 299363)
emil@d.law
 David Yeremian (SBN 226337)
d.yeremian@d.law
 David Keledjian (SBN 309135)
d.keledjian@d.law
 David Arakelyan (SBN 337076)
d.arakelyan@d.law
 Enoch J. Kim (SBN 261146)
e.kim@d.law
 450 N. Brand Blvd. Ste. 840

Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendants:

BAKER & MCKENZIE, LLP
Michael E. Brewer (SBN 177912)
michael.brewer@bakermckenzie.com
Two Embarcadero Center, 11th Floor
San Francisco, CA 94111-3802
Telephone: (415) 576 – 3000
Facsimile: (415) 576 – 3099

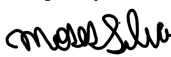
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

By the Parties:

DATED: 5/28/2025

Signed by:

C5328BB6403645F...

Plaintiff MOSES SILVA

1 DATED: _____

2 Plaintiff HERNAN NOTARIO CAZARIN

5 DATED: _____

6 Defendant U.C.I. CONSTRUCTION, INC.

7 By: _____

8 Position: _____

11 DATED: _____

12 Defendant COREY DELTA CONSTRUCTORS, INC.

13 By: _____

14 Position: _____

17 Approved by Counsel:

18 DATED: May 28, 2025

19 D.LAW, INC.

20 BY: _____

21 David Yeremian

22 David Keledjian

23 David Arakelyan

24 Enoch J. Kim

25 Counsel for Plaintiff Moses Silva

26 DATED: May __, 2025

27 HAINES LAW GROUP, APC

28 BY: _____

Paul K. Haines

1 DATED: 5/29/2025

Hernan Notario Cazarin

2 Plaintiff HERNAN NOTARIO CAZARIN

3
4
5 DATED: _____

6 Defendant U.C.I. CONSTRUCTION, INC.

7 By: _____

8 Position: _____

9
10
11 DATED: _____

12 Defendant COREY DELTA CONSTRUCTORS, INC.

13 By: _____

14 Position: _____

15
16
17 Approved by Counsel:

18
19 DATED: May 28, 2025

D.LAW, INC.

20
21 BY: [Signature]

22 David Yeremian

23 David Keledjian

24 David Arakelyan

25 Enoch J. Kim

26 Counsel for Plaintiff Moses Silva

27
28 DATED: June 2, 2025

HAINES LAW GROUP, APC

BY: [Signature]

Paul K. Haines

Counsel for Plaintiff Hernan Notario Cazarin

DATED: June 2, 2025

LIDMAN LAW, APC

BY: 

Scott M. Lidman
Milan Moore
Counsel for Plaintiff Hernan Notario Cazarin

DATED: April __, 2025

BAKER & MCKENZIE, LLP

BY: _____
Michael Brewer
Attorneys for Defendants U.C.I. Construction, Inc. and
Corey Delta Constructors, Inc.

1 DATED: _____

2 Plaintiff HERNAN NOTARIO CAZARIN

3
4
5 DATED: 5-30-2025

Timothy J. Holz

7 Defendant U.C.I. CONSTRUCTION, INC.

8 By: TIMOTHY J. HOLZ

9 Position: CHIEF EXECUTIVE OFFICER

10
11 DATED: 5-30-2025

Timothy J. Holz

13 Defendant COREY DELTA CONSTRUCTORS, INC.

14 By: TIMOTHY J. HOLZ

15 Position: PRESIDENT

16
17 Approved by Counsel:

18
19 DATED: May 28, 2025

D.LAW, INC.

21 BY: [Signature]

22 David Yeremian

23 David Keledjian

24 David Arakelyan

25 Enoch J. Kim

26 Counsel for Plaintiff Moses Silva

27 DATED: May __, 2025

HAINES LAW GROUP, APC

28 BY: _____

Paul K. Haines

Counsel for Plaintiff Hernan Notario Cazarin

DATED: April __, 2025

LIDMAN LAW, APC

BY: _____
Scott M. Lidman
Milan Moore
Counsel for Plaintiff Hernan Notario Cazarin

DATED: ~~April __, 2025~~
May 30, 2025

BAKER & MCKENZIE, LLP

BY:  _____
Michael Brewer
Attorneys for Defendants U.C.I. Construction, Inc. and
Corey Delta Constructors, Inc.

Exhibit A

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT **AND HEARING DATE FOR FINAL COURT APPROVAL**

Cazarin and Silva v. U.C.I. Construction, Inc., et al., Case No. BCV-24-101433

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against U.C.I. Construction, Inc, and Corey Delta Constructors, Inc. ("Defendants") for alleged wage and hour violations. The Action is filed by former employees Hernan Notario Cazarin and Moses Silva ("Plaintiffs") who allege Defendants violated various provisions of the California Labor Code and seek (1) unpaid minimum and overtime wages, (2) meal and rest break premiums, (3) business expense reimbursements, and (4) statutory penalties and other relief for a class of non-exempt or hourly employees ("Class Members") who worked for Defendants in California during the Class Period (September 11, 2019 through October 25, 2024); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all non-exempt or hourly employees who worked for Defendants during the PAGA Period (September 11, 2022 to October 25, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current estimates, your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment

that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement. The Opt-out Deadline is DATE . If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by DATE. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on DATE. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks. Written challenges must be submitted by DATE. The amount of your Individual Class Payment and PAGA Payment (if any) depend on the number of workweeks in which you worked at least one day during the Class Period and the number of workweeks in which you worked at least one day during the PAGA Period, respectively. The number of Workweeks you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by DATE. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest break premium wage; failing to provide meal and rest breaks; issuing inaccurate wage statements; failing to pay wages due upon termination; and failing to reimburse necessary business expenses. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by D.Law, Inc., Lidman Law, APC, and Haines Law Group ("Class Counsel") in the Action.

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants violated any laws. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendants Will Pay \$916,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$305,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$7,500.00 as a Class Representative Service Payment to each Plaintiff (\$15,000.00 total) for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- Up to \$14,000.00 to the Administrator for services administering the Settlement.
- Up to \$60,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments

received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than DATE, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members' Release states: "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint that accrued during the Class Period (collectively "Released Class Claims"). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release states: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices to the LWDA that accrued during the PAGA period ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until DATE to challenge the number of Class and PAGA Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cazarin and Silva v. U.C.I. Construction, Inc., et. al*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by DATE, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending

written objections to the Administrator is DATE. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Cazarin and Silva v. U.C.I. Construction, Inc., et. al*, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Division 17, Kern County Superior Court, located at 1415 Truxtun Ave., Bakersfield, CA 93301. At the Hearing, the Court will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website (<https://www.kern.courts.ca.gov/divisions/civil-and-small-claims>) for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. If you have questions or would like additional information, you can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case Number for the Action, *Cazarin and Silva v. U.C.I. Construction, Inc., et. al*, Case No. BCV-24-101433.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

D.LAW, INC. Emil Davtyan emil@d.law David Yeremian d.yeremian@d.law David Keledjian	LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772
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d.keledjian@d.law David Arakelyan d.arakelyan@d.law Enoch J. Kim e.kim@d.law 450 N. Brand Blvd., Ste. 840 Glendale, CA 91203 Telephone: (818) 962-6465 Facsimile: (818) 962-6469	Fax: (424) 322-4775 HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355
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Settlement Administrator: Name

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

Alonzo, et al. v. Reimagine Network
Litigation Costs

Service Date		Details		Provider		Amount
05/31/2024		Mediation Fee		Dickstein Dispute Resolution		\$ 16,200.00
06/12/2024		Expert Mediation Analysis		Berger Consulting Group		\$ 1,640.00
09/14/2023		Summons & Complaint		Rapid Legal		\$ 1,495.30
10/06/2023		Peremptory Challenge; DK Declaration		Rapid Legal		\$ 128.75
04/30/2025		Skip Trace - Address Verification		USA Express Legal & Investigative Services, Inc.		\$ 85.00
09/18/2023		Service of Process - UCI Construction, Inc.		Rapid Legal		\$ 77.25
09/18/2023		Service of Process - Corey Delta Construction, Inc.		Rapid Legal		\$ 77.25
09/11/2023		PAGA Letter		LWDA		\$ 75.00
01/08/2024		Notice of Unavailability (Rejected)		Rapid Legal		\$ 11.33
10/04/2023		Peremptory Challenge; DK Declaration (Rejected)		Rapid Legal		\$ 13.39
12/12/2023		POS of First Amended Complaint		Rapid Legal		\$ 13.39
01/08/2024		Notice of Unavailability		Rapid Legal		\$ 15.04
11/22/2024		Association of Counsel		Rapid Legal		\$ 15.19
07/10/2024		Case Management Statement		Rapid Legal		\$ 15.19
10/09/2024		Case Management Statement		Rapid Legal		\$ 15.19
10/02/2024		Notice of Change of Address		Rapid Legal		\$ 15.19
03/18/2025		Association of Counsel		Rapid Legal		\$ 16.69
03/19/2025		Case Management Statement		Rapid Legal		\$ 16.69
03/27/2025		Notice of Remote Appearance		Rapid Legal		\$ 16.69
11/27/2023		First Amended Complaint		Rapid Legal		\$ 17.10
12/22/2023		POS of First Amended Complaint		Rapid Legal		\$ 17.10
10/06/2023		POS of Summons - UCI Construction, Inc; Corey Delta Constr.		Rapid Legal		\$ 17.10
05/09/2025		Settlement Signature Processor		USA Express Legal & Investigative Services, Inc.		\$ 338.40

Total	\$ 20,332.23
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Exhibit 4

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Kern County Superior Cou

Court Case Number *

BCV-24-101433

Hearing Date (if any)

07/29/2025

Hearing Time

8:30 a.m.

Hearing Location

Kern County Superior Cou

Number of aggrieved employees *

382

Gross settlement amount *

916,000.00

Gross penalty amount *

60,000.00

Penalties to LWDA *

45,000.00

Date of proposed settlement

*

06/02/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☐ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) * Fully Execute...ent - LFA.pdf**Other Attachment (if any, must be .pdf)** Prelim Appro...tion (Silva).pdf**Other Attachment (if any, must be .pdf)** Prelim Appro...dum (Silva).pdf[Remove](#)

Other Attachment (if any, must be .pdf)[Remove](#) Prelim Appro... Dec of EK.pdf**Other Attachment (if any, must be .pdf)**[Remove](#) Prelim Appro...rder (Silva).pdf[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Privacy - Terms

reCAPTCHA helps prevent automated form spam.

The submit button will be disabled until you complete the CAPTCHA.

Monday, July 7, 2025 at 11:11:35 Pacific Daylight Time

Subject: Thank you for your Proposed Settlement Submission
Date: Monday, July 7, 2025 at 11:11:19 AM Pacific Daylight Time
From: DIR PAGA Unit
To: Evelyn Goode

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07/07/2025 11:10:19 AM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm