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INC. and JOSE ARIEL RAMOS

**SUPERIOR COURT OF THE STATE OF
CALIFORNIA**

FOR THE COUNTY OF LOS ANGELES

RICARDO ACEVES, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

J R UNIVERSAL CONSTRUCTION, INC., a
California corporation; JOSE ARIEL
RAMOS, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV28016
(Related Case No. 24STCV34789)

Hon. Timothy P. Dillon, Dept. 15

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: October 2, 2024
Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 plaintiff Ricardo Aceves (“Plaintiff”), individually and on behalf of the Settlement Class, as
4 defined below, on the one hand; and defendants J R Universal Construction, Inc. and Jose Ariel
5 Ramos (collectively, “Defendants”), on the other hand; in the lawsuits entitled *Aceves v. J R*
6 *Universal Construction, Inc., et al.*, filed in the Los Angeles County Superior Court, Case Nos.
7 24STCV28016 and 24STCV34789 (collectively, the “Action”). Plaintiff and Defendants shall
8 be, at times, collectively referred to as the “Parties” and individually as a “Party”. This
9 Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle
10 the claims in the Action as set forth herein, based upon and subject to the terms and conditions
11 of this Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means *Aceves v. J R Universal Construction, Inc., et al.*, filed in the Los
14 Angeles County Superior Court, Case Nos. 24STCV28016 and 24STCV34789.

15 **B. “Aggrieved Employees” or “PAGA Employees”** means Plaintiff as well as all
16 current or former non-exempt employees of Defendants who worked during the PAGA Period in
17 California.

18 **C. “Class Counsel”** means: Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group,
19 P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

20 **D. “Class Period”** means the period from October 25, 2020 through October 29,
21 2025.

22 **E. “Court”** means the Superior Court of the State of California for the County of Los
23 Angeles.

24 **F. “Class Notice”** means and refers to the notice sent to Class Members after
25 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
26 Agreement.

27 **G. “Defendant” or “Defendants”** shall refer to defendants J R Universal
28 Construction, Inc. and Jose Ariel Ramos.

1 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
6 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
7 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
8 have been filed, the date on which they have been resolved or exhausted.

9 **J. “General Release”** means the general release of claims by Plaintiff, which is in
10 addition to his limited release of claims as a Participating Class Member and Aggrieved
11 Employee.

12 **K. “Gross Settlement Amount” or “GSA” or “GFV”** means a non-reversionary fund
13 in the sum of Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00),¹ which shall
14 be paid by Defendants, and from which all payments for the Individual Settlement Payments to
15 Participating Class Members, Individual PAGA Payments to Aggrieved Employees and the
16 Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses
17 to Class Counsel, Settlement Administration Costs, Incentive Award to Plaintiff, and the LWDA
18 Payment for resolution of Plaintiff’s cause of action for civil penalties under the Labor Code
19 Private Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest
20 and certain taxes shall be paid. The Gross Settlement Amount expressly excludes Employer
21 Taxes, which shall be paid by Defendants separate and apart from the Gross Settlement Amount.

22 **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
23 his or her share of the PAGA Payment.

24 **M. “Individual Settlement Payment”** means a payment to a Participating Class
25 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA
26 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

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¹ As the same may be increased in accordance with
Paragraph 17.

1 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
2 Amount that a Settlement Class Member is projected to receive based on the number of
3 Workweeks that he or she worked as a Settlement Class Member during the Class Period,
4 excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also
5 an Aggrieved Employee.

6 **O. “LWDA Payment”** means the payment to the LWDA for its sixty-five percent
7 (65%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
8 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and
9 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Thirteen Thousand
10 Dollars and Zero Cents (\$13,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
11 Seven Thousand Dollars and Zero Cents (\$7,000.00) will be paid to Aggrieved Employees on a
12 *pro rata* basis, based on the Pay Periods worked during the PAGA Period (“PAGA Payment”).

13 **P. “Net Settlement Amount” or “Class Employee Fund”** means the portion of the
14 Gross Settlement Amount that is available for distribution to Participating Class Members after
15 deductions for the Court-approved allocations for Settlement Administration Fees and Costs,
16 Incentive Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and
17 expenses to Class Counsel, and the LWDA Payment and the PAGA Payment.

18 **Q. “Operative Complaints or “Complaints”** means the Complaints on file in the
19 Action.

20 **R. “PAGA Payment” or “PAGA Employee Payment”** is the \$7,000.00 payment
21 payable to Aggrieved Employees on a *pro rata* Pay Period basis in addition to the Individual
22 Settlement Share they will receive if they do not opt out of the Settlement.

23 **S. “PAGA Period”** means the period from October 24, 2023 through the end date of
24 the Class Period.

25 **T. “Participating Class Members”** means all Settlement Class Members who do not
26 submit a timely and valid Request for Exclusion.

27 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
28 Settlement Amount that a Participating Class Member is eligible to receive based on the number

1 of Workweeks that he or she worked during the Class Period once all opt-outs have been factored
2 in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is
3 also an Aggrieved Employee.

4 **V. “Parties”** shall refer to Plaintiff and Defendants collectively.

5 **W. “Pay Period”** means the number of pay periods that an Aggrieved Employee
6 worked for Defendants during the PAGA Period, based on hire dates, re-hire dates (as applicable)
7 and separation of employment dates (as applicable). Any pay period during which an Aggrieved
8 Employee worked one day shall be counted as a Pay Period.

9 **X. “Plaintiff”** shall refer to Plaintiff Ricardo Aceves.

10 **Y. “Preliminary Approval Date”** means the date on which the Court enters an Order
11 granting preliminary approval of the Settlement.

12 **Z. “Released Parties”** shall mean Jose Ariel Ramos and J R Universal Construction,
13 Inc., as well as J R Universal Construction, Inc.’s parent companies, subsidiaries, related
14 companies, affiliates, dbas, shareholders, and any past, present or future officers, directors and
15 employees, predecessors, successors, and assigns.

16 **AA. “Response Deadline”** means the deadline for Settlement Class Members to mail
17 any Requests for Exclusion, objections, or Workweek disputes to the Settlement Administrator,
18 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
19 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
20 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
21 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
22 to postmark a Request for Exclusion, Workweek Dispute or objection. The date of the postmark
23 shall be the exclusive means for determining whether a Request for Exclusion, objection, or
24 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator shall
25 inform the Class Member of the extended deadline with the re-mailed Class Notice.

26 **BB. “Request for Exclusion”** means a written request to be excluded from the
27 Settlement Class pursuant to Paragraph 9(C) below.
28

1 **CC. “Incentive Award”** means the monetary amount to be paid to Plaintiff Ricardo
2 Aceves of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to
3 Court approval, will be paid out of the Gross Settlement Amount.

4 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, translating the
6 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
7 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
8 associated taxes and withholdings, providing declarations, generating Individual Settlement
9 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
10 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
11 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Incentive Award, and
12 to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and
13 related information, and any other actions of the Settlement Administrator as set forth in this
14 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
15 are estimated not to exceed \$4,500. If the actual amount of the Settlement Administration Costs
16 is less than \$4,500, the difference between \$4,500 and the actual Settlement Administration Costs
17 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
18 \$4,500, then such excess will be paid solely from the Gross Settlement Amount and Defendants
19 will not be responsible for paying any additional funds in order to pay these additional costs.

20 **EE. “Settlement Administrator”** means the Third-Party Administrator, Phoenix
21 Settlement Administrators, chosen to be responsible for the administration of the Settlement
22 including, without limitation, translating the Class Notice in Spanish, the distribution of the
23 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
24 and related matters under this Agreement.

25 **FF. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
26 all current or former non-exempt employees of Defendants who worked during the Class Period
27 in the State of California.
28

1 **GG. “Workweek”** means the number of workweeks that a Settlement Class Member
2 worked for Defendants during the Class Period in California, based on hire dates, re-hire dates
3 (as applicable) and separation of employment dates (as applicable). Any week during which a
4 Settlement Class Member worked one day shall be counted as a Workweek.

5 **2. BACKGROUND**

6 **A.** On or around October 24, 2024, Plaintiff filed with the LWDA and served on
7 Defendants a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff
8 intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees.
9 The PAGA Notice alleged various violations of the Labor Code.

10 **B.** On October 25, 2024, Plaintiff filed a putative wage-and-hour class action in the
11 Superior Court of California, County of Los Angeles, Case No. 24STCV28016. Plaintiff alleged
12 that during the Class Period, with respect to Plaintiff and the Settlement Class Members,
13 Defendants, *inter alia*, failed to pay overtime wages, failed to pay minimum wages, failed to
14 provide meal periods, failed to permit rest periods, failed to timely pay all wages upon
15 termination, failed to provide accurate wage statements, violated Labor Code § 2802, failed to
16 timely pay wages during employment, and engaged in unfair competition. On December 31,
17 2024, Plaintiff filed a Representative Action Complaint against Defendants under the Labor Code
18 Private Attorneys’ General Act of 2004 for Civil Penalties under Labor Code sections 210, 226.3,
19 558, 1174.5, 1197.1, and 2699 in the Superior Court of California, County of Los Angeles, Case
20 No. 24STCV34789, alleging Plaintiff’s related representative allegations and claims for civil
21 penalties under PAGA.

22 **C.** Shortly thereafter, the Parties agreed to attend mediation and in advance of
23 mediation, Defendants provided Class Counsel with, among other things: (1) the number of
24 current and former non-exempt employees of Defendants working in California from 2020
25 through 2023; (2) time records for employees from 2022 through 2023; (3) payroll records for the
26 employees from 2020 through 2023; (4) a 2020 employee handbook, and a March 8, 2021 Memo
27 containing standalone policies for meal and rest periods dated March 8, 2021.

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1 **D.** On October 29, 2025, the Parties participated in a mediation before Julie Arias
2 Young, a well-regarded mediator experienced in mediating complex civil disputes. With the aid
3 of the mediator’s evaluation, a full day of settlement discussions through the mediator on the day
4 of mediation, the Parties reached the Settlement to resolve the Action.

5 **E.** Class Counsel has conducted significant investigation of the law and facts relating
6 to the claims asserted in the Action and the PAGA Notice, and has concluded that the Settlement
7 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
8 taking into account the sharply contested issues involved, the expense and time necessary to
9 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
10 Action, the risk of an adverse outcome, the uncertainties of complex litigation, Defendants’
11 financial condition, the information learned through informal discovery regarding Plaintiff’s
12 allegations, and the substantial benefits to be received by the Settlement Class Members.

13 **F.** Defendants have concluded that, because of the substantial expense of defending
14 against the Action, the length of time necessary to resolve the issues presented herein, and the
15 inconvenience involved, and the concomitant disruption to their business operations, it is in its
16 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
17 claims asserted against it in the Action. However, Defendants nevertheless desire to settle the
18 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
19 and for the purpose of putting to rest the controversies engendered by the Action.

20 **G.** This Agreement is intended to and does effectuate the full, final, and complete
21 resolution of all Class Released Claims, as defined below in Paragraph 7(A), on behalf of Plaintiff
22 and Participating Class Members, and all PAGA Released Claims, as defined below in Paragraph
23 7(B), of Plaintiff and, to the fullest extent permitted by law, of the State of California and
24 Aggrieved Employees.

25 **3. JURISDICTION**

26 The Court has jurisdiction over the Parties and the subject matter of the Action. The
27 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
28 applicable statutes. After the Court has granted Final Approval of the Settlement and entered

1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rule of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION OF CLASS CERTIFICATION**

4 The Parties stipulate to the certification of the Settlement Class under this Agreement for
5 purposes of settlement only.

6 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF**
7 **PLEADING**

8 After full execution of this Agreement, Plaintiff will move for an order granting
9 preliminary approval of the Settlement, approving and directing the mailing of the proposed Class
10 Notice attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
11 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
12 of Requests for Exclusion, Workweek Disputes, and objections. If and when the Court
13 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
14 consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally
15 approving the Settlement and seek entry of a Judgment in line with this Settlement. If the Court
16 does not grant preliminary approval or conditions preliminary approval on any material change
17 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf
18 of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court’s
19 concerns.

20 **6. STATEMENT OF NO ADMISSION**

21 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiff,
22 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
23 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims or
24 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
25 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails
26 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any
27 claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to have
28 waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties

shall be restored to their respective positions in the Action prior to the entry of this Settlement. The Court shall retain jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the Settlement Agreement, in accordance with Code of Civil Procedure section 664.6.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members will release the Released Parties of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period and through the earlier of the Preliminary Approval Date or January 29, 2026 (*i.e.*, 90 days after the parties reached a settlement in principle pursuant to a Memorandum of Understanding), for the claims brought by Plaintiff in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the facts pled in the Operative Complaints, except for any claim(s) for civil penalties under PAGA (the "Class Released Claims").

B. Release by All Aggrieved Employees

Aggrieved Employees and the LWDA (to the extent permitted by law) will release only claims for civil penalties under PAGA brought by Plaintiff in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the PAGA Notice filed with the LWDA on October 24, 2025 by Plaintiff, which arose during the PAGA Period (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

C. Claims Not Released

The releases above in Paragraph 7(A) and Paragraph 7(B) expressly exclude all other claims, including claims for vested benefits, all claims that may be brought, have been brought, or could have been brought for wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment, discrimination, or retaliation, or otherwise arising under the Fair

1 Employment and Housing Act (“FEHA”), the California Family Rights Act and/or any other
2 applicable state or federal laws and claims and benefits, or rights to seek benefits, for
3 unemployment insurance, disability, social security, and workers’ compensation, and any other
4 claims outside of the Class Released Claims of Participating Class Members, including Plaintiff,
5 arising during the Class Period and the PAGA Released Claims of Aggrieved Employees,
6 including Plaintiff (and, to the extent permitted by law, the State of California) arising outside of
7 the PAGA Period.

8 **D. General Release.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
11 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
12 addition to the Released Claims, the Plaintiff makes the additional following General Release:
13 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
14 action of every nature and description whatsoever, known or unknown, asserted or that might
15 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
16 law or regulation arising out of, relating to, or in connection with any act or omission of the
17 Released Parties through the date of full execution of this Agreement in connection with
18 Plaintiff’s employment with Defendants or termination thereof, except for any and all other claims
19 that may not be released as a matter of law through this Agreement and as stated herein. With
20 respect to the General Release provided herein, except as stated below, Plaintiff stipulates and
21 agrees that, through the Final Approval Date and payment by Defendants to the Settlement
22 Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to
23 effectuate the Settlement, he shall have expressly waived and relinquished, to the fullest extent
24 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
25 or any other similar provision under federal or state law, which provides:

26 A general release does not extend to claims that the creditor
27 or releasing party does not know or suspect to exist in his or
28 her favor at the time of executing the release and that, if
known by him or her, would have materially affected his or
her settlement with the debtor or released party.

1 Plaintiff's Limited Release of Claims as a Participating Class Member and Aggrieved
2 Employee as well as Plaintiff's General Release and Civil Code section 1542 waiver do not
3 include and expressly exclude any release or waiver for any and all claims that may be brought,
4 have been brought, or could have been brought by Plaintiff for wrongful termination,
5 discrimination, retaliation, harassment, failure to prevent harassment, discrimination, or
6 retaliation, or otherwise arising under FEHA, the California Family Rights Act and/or any other
7 applicable state or federal laws and all claims, rights, and benefits, or rights to seek benefits, for
8 unemployment insurance, disability (state disability insurance), social security, and workers'
9 compensation, claims and rights that as a matter of law cannot be released or waived by signing
10 this Agreement, and the Parties' rights to enforce this Agreement.

11 **E. Release by Defendants**

12 Defendants shall release the representative Plaintiff from any and all claims associated
13 with his employment with Defendants or related to the filing of the Action.

14 **8. SETTLEMENT ADMINISTRATOR**

15 Plaintiff and Defendants, through their respective counsel, have selected Phoenix
16 Settlement Administrators to administer the Settlement, which includes but is not limited to
17 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
18 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
19 expenses of the Settlement Administrator, currently estimated to be \$4,500 will be paid from the
20 Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less
21 than \$4,500, the difference between \$4,500 and the actual Settlement Administration Costs shall
22 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$4,500,
23 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not
24 be responsible for paying any additional funds in order to pay these additional costs.

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1 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
2 **PROCESS**

3 **A. Notice to the Settlement Class Members.**

4 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
5 Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with
6 information with respect to each Settlement Class Member, including his or her: (1) full name,
7 last known address(es) and last known telephone number(s) currently in Defendants' possession,
8 custody, or control; (2) full Social Security Number in Defendants' possession, custody, or
9 control; and (3) the hire dates, re-hire dates (if applicable) and separation of employment dates (if
10 applicable) for each Settlement Class Member ("Class List"). Defendants have a continuing duty
11 to immediately notify Class Counsel and the Settlement Administrator if they discover that the
12 Class List omitted a Settlement Class Member's identifying information and to provide corrected
13 or updated class data for the Class List as soon as reasonably feasible. Without any extension of
14 the deadline by which Defendants' Counsel must send the Class List to the Settlement
15 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
16 reconstruct or otherwise resolve any issues related to missing or omitted class data or identifying
17 information from the Class List. The Settlement Administrator shall perform an address search
18 using the United States Postal Service National Change of Address ("NCOA") database and
19 update the addresses contained on the Class List with the newly found addresses, if any. Within
20 seven (7) calendar days of receiving the Class List from Defendants, the Settlement Administrator
21 shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class
22 regular U.S. Mail using the most current mailing address information available. The Settlement
23 Administrator shall maintain a list with names and all addresses to which notice was given, and
24 digital copies of all the Settlement Administrator's records evidencing the giving of notice to any
25 Settlement Class Member, for at least four (4) years from the Final Approval Date. Such
26 information shall be available to Class Counsel and Defendants' Counsel upon request.

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- 1 (2) The Class Notice will set forth:
- 2 (a) the Settlement Class Member's estimated Individual Settlement
- 3 Share and Individual PAGA Payment, and the basis for each;
- 4 (b) the information required by California Rule of Court, rule 3.766,
- 5 subdivision (d);
- 6 (c) the material terms of the Settlement;
- 7 (d) the proposed Settlement Administration Costs;
- 8 (e) the definition of the Settlement Class;
- 9 (f) a statement that the Court has preliminarily approved the
- 10 Settlement;
- 11 (g) how the Settlement Class Member can obtain additional
- 12 information, including contact information for Class Counsel;
- 13 (h) information regarding opt-out and objection procedures;
- 14 (i) the date and location of the Final Approval Hearing; and
- 15 (j) that the Settlement Class Member must notify the Settlement
- 16 Administrator no later than the Response Deadline if the Settlement
- 17 Class Member disputes the accuracy of the number of Workweeks
- 18 as set forth on his or her Class Notice ("Workweek Dispute"). If a
- 19 Settlement Class Member fails to timely dispute the number of
- 20 Workweeks attributed to him or her in conformity with the
- 21 instructions in the Class Notice, then he or she shall be deemed to
- 22 have waived any objection to its accuracy and any claim to any
- 23 additional settlement payment based on different data.
- 24 (k) If a Class Notice from the initial notice mailing is returned as
- 25 undeliverable, the Settlement Administrator will attempt to obtain
- 26 a current address for the Settlement Class Member to whom the
- 27 returned Class Notice had been mailed, within five (5) calendar
- 28 days of receipt of the returned Class Notice, by: (1) contacting the

1 Settlement Class Member by phone, if possible, and (2)
2 undertaking skip tracing. If the Settlement Administrator is
3 successful in obtaining a new address, it will re-mail the Class
4 Notice to the Settlement Class Member within three (3) business
5 days. Further, any Class Notices that are returned to the Settlement
6 Administrator with a forwarding address before the Response
7 Deadline shall be promptly re-mailed to the forwarding address
8 affixed thereto within three (3) business days by the Settlement
9 Administrator.

10 (3) No later than seven (7) calendar days from the Response Deadline, the
11 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
12 completion of the notice process, including the number of attempts to obtain valid mailing
13 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
14 and copies of all Requests for Exclusion and objections/comments received by the Settlement
15 Administrator.

16 **B. Objections.**

17 Only Participating Class Members may object or comment regarding the Settlement. In
18 order for any Participating Class Member to object to this Settlement in writing, or any term of
19 it, he or she must do so by mailing a written objection to the Settlement Administrator at the
20 address or phone number provided on the Class Notice no later than the Response Deadline (or
21 the extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator
22 shall email a copy of the objection forthwith to Class Counsel and Defendants' counsel and attach
23 each objection, if any, to the declaration that Class Counsel files with the Court in support of the
24 Motion for Final Approval. The objection should set forth in writing: (1) the objector's name; (2)
25 the objector's address; (3) the last four digits of the objector's Social Security Number; (4) the
26 objector's signature; (5) a statement of whether the objector plans to appear at the Final Approval
27 Hearing; and (6) the reason(s) for the objection, along with whatever legal authority, if any, the
28 objector asserts in support of the objection. If a Participating Class Member objects to the

1 Settlement, the Participating Class Member will remain a member of the Settlement Class and if
2 the Court approves this Agreement, the Participating Class Member will be bound by the terms
3 of the Settlement in the same way and to the same extent as a Participating Class Member who
4 does not object. The date of mailing of the Class Notice to the objecting Participating Class
5 Member shall be conclusively determined according to the records of the Settlement
6 Administrator. Participating Class Members need not object in writing to be heard at the Final
7 Approval Hearing; they may object or comment in person at the hearing at their own expense.
8 Class Counsel and Defendants' Counsel may respond to any objection lodged with the Court up
9 to five (5) court days before the Final Approval Hearing.

10 **C. Requesting Exclusion.**

11 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the Class
12 Action Settlement by mailing a written request to be excluded from the Settlement (“Request for
13 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline (or
14 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
15 Exclusion must include: (1) the Class Member’s name; (2) the Class Member’s Social Security
16 Number; (3) the Class Member’s signature; and (4) the following statement or something to its
17 effect: “Please exclude me from the Settlement Class in the *Ricardo Aceves v. J R Universal*
18 *Construction, Inc., et al.* matter” or any statement standing for the proposition that the Class
19 Member does not wish to participate in the Settlement. The Settlement Administrator shall
20 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants’
21 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
22 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
23 Member who requests exclusion using this procedure will not be entitled to receive any payment
24 from the Settlement and will not be bound by the Settlement Agreement or have any right to
25 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
26 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
27 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
28 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A

1 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
2 Settlement Class Member submits an objection and a Request for Exclusion, the Request for
3 Exclusion will control and the objection will be void. Settlement Class Members who worked
4 during the PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved
5 Employees, will still receive their Individual PAGA Payment, and will be bound by the release
6 encompassed in the PAGA Released Claims.

7 **D. Disputes Regarding Settlement Class Members' Workweeks Data and/or**
8 **Aggrieved Employees' Pay Period Data.**

9 Class Members and Aggrieved Employees will have an opportunity to dispute the
10 information provided in their Class Notice. To the extent Class Members dispute the number of
11 Workweeks or Aggrieved Employees dispute the number of Pay Periods to which they have been
12 credited, those employees may produce evidence to the Settlement Administrator showing that
13 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
14 records will be presumed determinative. However, if a Class Member or Aggrieved Employee
15 produces evidence to the contrary, the Settlement Administrator will evaluate the evidence
16 submitted by the Class Member or Aggrieved Employee and will make the final decision as to
17 the number of Workweeks or Pay Periods that should be applied. All such disputes are to be
18 resolved not later than ten (10) calendar days after the Response Deadline.

19 **E. Extension of Response Deadline for Remailing**

20 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
21 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
22 in which to postmark a Request for Exclusion, written objection or to dispute their attributed
23 Workweek count in the Class Period and/or PAGA Period.

24 **F. Cooperation**

25 If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
26 otherwise discover any persons who believe they should have been included in the Class List and
27 should have received a Class Notice, the Parties will expeditiously meet and confer, and in good
28 faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such

persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS TO PLAINTIFF, PARTICIPATING CLASS MEMBERS, AND AGGRIEVED EMPLOYEES

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked for Defendants during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods worked for Defendants during the PAGA Period. Specific calculations of the Individual Settlement Shares to Participating Class Members and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA Pay Periods").

B. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of

1 Workweeks worked by all Participating Class Members during the Class Period (“Participating
2 Class Workweeks”) and use the following formula: Individual Settlement Share = (Participating
3 Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

4 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
5 to Participating Class Members by way of check and is referred to as “Individual Settlement
6 Payment(s)”.

7 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
8 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
9 PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$5,000.00)
10 (the “PAGA Payment”).

11 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid to
12 Participating Class Members and/or Aggrieved Employees by way of check. When a
13 Participating Class Member is also an Aggrieved Employee, one check may be issued that
14 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

15 **11. DISTRIBUTION OF PAYMENTS**

16 **A. Distribution of Individual Settlement Payments.**

17 Participating Class Members will receive an Individual Settlement Payment. All
18 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
19 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
20 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
21 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
22 expiration of the 180-day period, checks for such payments shall be canceled and funds
23 associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
24 pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). Funds from uncashed or
25 returned checks shall be transmitted to the State Controller Unclaimed Property Division in the
26 name of the Participating Class Member or Aggrieved Employee to whom the check had been
27 issued, thereby leaving no “unpaid residue” subject to the requirements of California Code of
28 Civil Procedure section 384, subdivision (b), as amended. If the Court requires the Parties to

1 select a *cy pres* recipient pursuant to California Code of Civil Procedure section 384, the Parties
2 shall select a mutually agreeable entity in which neither the Parties nor their counsel has an
3 affiliation or relationship creating the appearance of. The Settlement Administrator shall then
4 prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384
5 and the report shall be presented to the Court by Class Counsel along with a proposed amended
6 judgment that is consistent with the provisions of Code of Civil Procedure section 384.

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

10 **B. Funding of Settlement.**

11 Within fourteen (14) calendar days after the Final Approval Date, Defendants shall deposit
12 the Gross Settlement Amount in the amount of Two Hundred Fifteen Thousand Dollars and Zero
13 Cents (\$215,000.00) (or the escalated Gross Settlement Amount should the same be escalated
14 pursuant to Paragraph 17), along with the related employer's share of taxes to the Settlement
15 Administrator in addition to Employer's Taxes pursuant to Internal Revenue Code section
16 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC
17 insured banking institution, for distribution in accordance with this Agreement and the Court's
18 orders and subject to the conditions described herein.

19 If the Settlement is not finally approved by the Court, the GFV shall revert back, without
20 interest, to Defendants.

21 Individual Settlement Payments and Individual PAGA Payments shall be paid exclusively
22 from the QSA, pursuant to the settlement formula set forth herein. Payments from the QSA shall
23 be made for (1) the Incentive Award to Plaintiff as specified in this Agreement and approved by
24 the Court; (2) the attorneys' fees and costs awarded to Class Counsel, as specified in this
25 Agreement and approved by the Court; (3) the Settlement Administration Costs, as specified in
26 this Agreement and approved by the Court; (4) the LWDA Payment, as specified in this
27 Agreement; and (5) the PAGA Payment. The balance and any accrued interest thereon remaining
28 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be

made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

C. Time for Distribution.

No more than seven (7) calendar days after entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment of the full Gross Settlement Amount by Defendants (as the same may be increased to in accordance with Paragraph 17), as well as Employer Taxes, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Incentive Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to Seventy-Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$75,250), unless that amount is escalated pursuant to Paragraph 17. Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein), except for any matters that arise from Defendants' failure to materially comply with the terms of this Agreement. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, in the event of a material breach of this Agreement by Defendants, Plaintiff is required to move the Court for enforcement of this

1 Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
2 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
3 be a part of the Net Settlement Amount.

4 **13. INCENTIVE AWARD TO PLAINTIFF**

5 Plaintiff shall seek, and Defendants shall not oppose, a service in an amount not to exceed
6 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his participation in and
7 assistance with the Action. Any Incentive Award awarded to Plaintiff shall be paid from the
8 Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves an
9 Incentive Award to Plaintiff in less than the amount sought herein, then the unapproved portion(s)
10 shall be a part of the Net Settlement Amount.

11 **14. TAXATION AND ALLOCATION**

12 **A.** Each Participating Individual Settlement Share shall be allocated as follows:
13 20% as wages (to be reported on an IRS Form W2); and 80% to interest and penalties (to be
14 reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees
15 shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree
16 that the employee's share of taxes and withholdings with respect to the wage-portion of the
17 Participating Individual Settlement Share will be withheld from the Participating Individual
18 Settlement Share in order to yield the Individual Settlement Payment. The amount of federal
19 income tax withholding will be based upon a flat withholding rate for supplemental wage
20 payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented.
21 Income tax withholding will also be made pursuant to applicable state and/or local withholding
22 codes or regulations.

23 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
24 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
25 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
26 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
27 processes set forth in this Section may be modified in a manner to bring Defendants into
28 compliance with any such changes.

1 C. All Employer Taxes shall be paid by Defendants separate, apart and above from
2 the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
3 payroll taxes as described above.

4 D. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
5 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
6 be relied upon as such within the meaning of United States Treasury Department Circular 230
7 (31 C.F.R. Part 10, as amended) or otherwise.

8 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

9 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
10 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent
11 (65%) of the amount allocated toward PAGA (\$13,000.00) will be paid to the LWDA (*i.e.*, the
12 LWDA Payment), and thirty-five percent (35%) of the amount allocated toward PAGA
13 (\$7,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on a
14 *pro rata* basis based upon their respective number of Pay Periods worked for Defendants during
15 the PAGA Period (*i.e.*, the Individual PAGA Payments).

16 **16. COURT APPROVAL**

17 This Agreement is contingent upon an order by the Court granting Final Approval of the
18 Settlement, and that the LWDA does not intervene and/or object to the Settlement. Plaintiff is
19 responsible for providing notice of the settlement and the preliminary approval hearing to the
20 LWDA as required by PAGA. In the event it becomes impossible to secure approval of the
21 Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions
22 in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not
23 approved by the Court or approval is reversed on appeal, it shall have no force or effect and no
24 Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue
25 any appropriate orders when denying approval; and/or (b) there are any terms and conditions in
26 this Settlement Agreement specifically stated to survive the Settlement Agreement being voided
27 or not approved, and which control in such an event.

28 ///

1 **17. INCREASE IN WORKWEEKS**

2 Defendants represent that there are no more than 2,438 Workweeks worked by Class
3 Members during the Class Period. In the event the number of Workweeks worked increases by
4 more than 10%, or 244 Workweeks worked (*i.e.*, collectively more than 2,682 workweeks), then
5 the GFV shall be increased proportionally by the Workweeks worked in the Class Period in
6 excess of 2,682 Workweeks multiplied by the Workweek Value. The Parties agree that the
7 Workweek Value amounts to and the settlement amounts to \$88.19 per Workweek. Thus, for
8 example, should there be 3,000 Workweeks worked by Class Members in the Class Period, then
9 the GFV shall be increased by \$28,044.42. ((3,000 Workweeks – 2,682 Workweeks) x \$88.19
10 per Workweek).

11 **18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT**
12 **AMOUNT AND EMPLOYERS' TAXES**

13 If more than 15% of Class Members validly opt out of the class (*i.e.*, timely submit a
14 valid opt out), Defendants will have the right, but not the obligation, to void the Settlement, but
15 will still have to pay the Settlement Administration Costs incurred as of the date that Defendants
16 exercise the right to void the Class Settlement. The Parties agree that 15% of Class Members
17 means five (5) individuals and that thus, this Paragraph shall apply only if six (6) or more Class
18 Members timely submit valid opt outs. The Parties further agree that they will meet and confer
19 in person or by video-conference prior to any voiding of the Settlement should Defendants wish
20 to exercise this right. Defendants shall schedule the agreed-upon meet and confer with Class
21 Counsel not later than five (5) days after the Settlement Administrator notifies the Parties of the
22 number of valid opt outs it has received. After meeting and conferring, Defendants shall notify
23 Class Counsel and the Court within five (5) days of the meet and confer if they intend to void
24 the Settlement. The Parties and their counsel agree that they will not take any action
25 inconsistent with this Settlement, including, without limitation, soliciting or encouraging Class
26 Members to opt out of the Settlement. The Parties agree to make all efforts to encourage
27 participation in this Settlement by Class Members. The Parties and their counsel further agree
28 that actions inconsistent with this Settlement, including, without limitation, soliciting or

1 encouraging Class Members to opt out of the Settlement, shall be subject to corrective action
2 by the Court, including awarding monetary, issue, evidentiary and/or terminating sanctions
3 against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or
4 objections.

5 **19. NOTICE OF JUDGMENT**

6 In addition to any duties set out herein, the Settlement Administrator shall provide notice
7 of the Final Judgment entered in the Action by posting the same on its website for at least four
8 (4) years after the Judgment becomes final.

9 **20. MISCELLANEOUS PROVISIONS**

10 **A. No Admission of Liability, Class Certification or Representative Manageability**
11 **for Other Purposes.**

12 This Agreement represents a compromise and settlement of highly disputed claims.
13 Nothing in this Agreement is intended or should be construed as an admission by Defendants
14 that any of the allegations in the Operative Complaints have merit or that Defendants have any
15 liability for any claims asserted; nor should it be intended or construed as an admission by
16 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
17 certification and representative treatment is for purposes of this Settlement only. If, for any
18 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
19 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
20 reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move
21 for class certification on any grounds available and to contest Defendants' defenses. The
22 Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing
23 on, and will not be admissible in connection with, any litigation (except for proceedings to
24 enforce or effectuate the Settlement and this Agreement).

25 **B. Publicity**

26 Until the Motion for Preliminary Approval is filed, neither Defendants nor Plaintiff shall
27 disclose, disseminate or publicize this Settlement, including but not limited to communications
28 through any social media, unless so ordered by the Court. This provision shall not apply to any

1 court filings made by the Parties in seeking approval of the Settlement. Nothing in this provision
2 is intended to prohibit (i) Plaintiff from discussing this settlement with his spouse or partner,
3 attorneys, tax advisor or financial advisor; (ii) Plaintiff's counsel from identifying the Action on
4 future Court filings to demonstrate Plaintiff's counsel's adequacy as class counsel; or (iii)
5 Plaintiff's counsel from communicating with putative class members in this case or with the court
6 in which this action is pending.

7 **C. Attorney Authorization.**

8 Class Counsel and Defense Counsel separately warrant and represent that they are
9 authorized by Class Representative and Defendants, respectively, to take all appropriate action
10 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
11 terms, and to execute any other documents reasonably required to effectuate the terms of this
12 Agreement, including any amendments to this Agreement.

13 **D. No Prior Assignments.**

14 The Parties separately represent and warrant that they have not directly or indirectly
15 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
16 or entity and portion of any liability, claim, demand, action, cause of action, or right released
17 and discharged by the Party in this Settlement.

18 **E. No Tax Advice.**

19 Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any
20 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
21 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
22 amended) or otherwise.

23 **F. Modification of Agreement.**

24 This Agreement, and all parts of it, may be amended, modified, changed, or waived only
25 by an express written instrument signed by all Parties or their representatives, and approved by
26 the Court.

27 ///

28 ///

1 **G. Agreement Binding on Successors.**

2 This Agreement will be binding upon, and inure to the benefit of, the successors of each
3 of the Parties.

4 **H. Applicable Law.**

5 All terms and conditions of this Agreement and its exhibits will be governed by and
6 interpreted according to the internal laws of the state of California, without regard to conflict
7 of law principles.

8 **I. Cooperation in Drafting.**

9 The Parties have cooperated in the drafting and preparation of this Agreement. This
10 Agreement will not be construed against any Party on the basis that the Party was the drafter or
11 participated in the drafting.

12 **J. Headings.**

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

15 **K. Stay of Litigation.**

16 The Parties agree that upon the execution of this Agreement the litigation shall be stayed,
17 except to effectuate the terms of this Agreement. The Parties further agree that in the event that
18 the Court does not grant final approval of the Settlement, this Agreement shall constitute a
19 stipulation pursuant to CCP section 583.330 extending the date to bring a case to trial under
20 CCP section 583.310 for the entire period of the settlement process.

21 **L. Interpretation of the Agreement.**

22 This Agreement constitutes the entire agreement between Plaintiff and Defendants with
23 respect to settlement of Los Angeles Superior Court Case Nos. 24STCV28016 and
24 24STCV34789. Except as expressly provided herein, this Agreement has not been executed in
25 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
26 written representations or terms shall modify, vary or contradict its terms. In entering into this
27 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
28 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and

1 enforced under the laws of the State of California, both in its procedural and substantive aspects,
2 without regard to its conflict of law provisions. Any claim arising out of or relating to the
3 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
4 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendants
5 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
6 therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class, and
7 Defendants participated in the negotiation and drafting of this Agreement and had available to
8 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants
9 may claim that any ambiguity in this Agreement should be construed against the other. The
10 Agreement may be modified only by a writing signed by the Parties or their successors in interest
11 and approved by the Court.

12 **M. Further Cooperation.**

13 Plaintiff, Defendants, and their respective attorneys shall proceed diligently to prepare and
14 execute all documents, to seek the necessary approvals from the Court, and to do all things
15 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
16 agree that they will not take any action inconsistent with this Agreement, including, without
17 limitation, soliciting or encouraging Class Members to opt out of the Settlement. In the event the
18 Court finds that any Party has taken actions inconsistent with the Settlement, including, without
19 limitation, soliciting or encouraging Class Members to opt out of the Settlement, the Court may
20 take any corrective actions, including enjoining any Party from communicating regarding the
21 Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue,
22 evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement
23 despite the presence of opt-outs and/or objections.

24 **N. Counterparts.**

25 The Agreement may be executed in one or more actual or non-original counterparts, all
26 of which will be considered one and the same instrument and all of which will be considered
27 duplicate originals.

28 ///

1 **P. Authority.**

2 Each individual signing below warrants that he or she has the authority to execute this
3 Agreement on behalf of the party for whom or which that individual signs.

4 **Q. No Third-Party Beneficiaries.**

5 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
6 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

7 **R. Deadlines Falling on Weekends or Holidays.**

8 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
9 legal holiday, that deadline shall be continued until the following business day.

10 **S. Severability.**

11 In the event that one or more of the provisions contained in this Agreement shall for any
12 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
13 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
14 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
15 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

16 **T. Jurisdiction of the Court**

17 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
18 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
19 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
20 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
21 implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders
22 and judgments entered in connection therewith.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **IT IS SO AGREED:**

2
3 Dated: 12-16-, 2025

Ricardo Aceves

RICARDO ACEVES

Plaintiff and Class Representative

4
5 **IT IS SO AGREED:**

6
7 Dated: _____, 2025

Defendant Jose Ariel Ramos

Guarantor

Address:

Phone Number:

Email Address:

8 **IT IS SO AGREED:**

9
10 Dated: _____, 2025

J R Universal Construction, Inc.

By:

Its:

11
12 **AGREED AS TO FORM ONLY:**

13
14
15 Dated: 1/16/26, 2025

Ashlie E Fox

Jasmin K. Gill

Ashlie E. Fox

J. Gill Law Group, P.C.

Counsel for Plaintiff Ricardo Aceves

16
17
18
19
20
21 Dated: _____, 2025

Ian J. Imrich

IJA Law APC.

Counsel for Defendants J R Universal

Construction, Inc. and Jose Ariel Ramos

1 **IT IS SO AGREED:**

2
3 Dated: _____, 2025

RICARDO ACEVES
Plaintiff and Class Representative

4
5 **IT IS SO AGREED:**

6
7 Dated: 1/14/26, 2025

Defendant Jose Ariel Ramos
Guarantor

8 **IT IS SO AGREED:**

9
10 Dated: 1/14/26, 2025

Address:
Phone Number:
Email Address:

J R Universal Construction, Inc.

By:
Its:

11
12 **AGREED AS TO FORM ONLY:**

13
14
15
16 Dated: _____, 2025

Jasmin K. Gill
Ashlie E. Fox
J. Gill Law Group, P.C.
Counsel for Plaintiff Ricardo Aceves

17
18
19
20
21
22 Dated: December 18, 2025

Ian J. Imrich
IJA Law APC.
**Counsel for Defendants J R Universal
Construction, Inc. and Jose Ariel Ramos**

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Ricardo Aceves v. J R Universal Construction, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 24STCV28016 and Case No. 24STCV34789)

As a current or former non-exempt employee for J R Universal Construction, Inc. and Jose Ariel Ramos in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Action Settlement because the records of J R Universal Construction, Inc. and Jose Ariel Ramos (“Defendants”) show you are a “Class Member” and/or an “Aggrieved Employee”, and therefore entitled to a payment from this class action and PAGA action settlement. Class Members are all current or former non-exempt employees of Defendants who worked during the period of October 25, 2020 through October 29, 2025 (“Class Period”) in the State of California. Aggrieved Employees are all non-exempt employees of Defendants who worked during the period of October 24, 2023 through the end date of the Class Period (“PAGA Period”) in the State of California.

- The settlement resolves class action and PAGA lawsuits, *Ricardo Aceves v. J R Universal Construction, Inc., et al.* (the “Lawsuits”), which allege Defendants: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal breaks under California law, (4) failed to provide Class Members legally-compliant rest breaks under California law, (5) failed to timely pay all wages due upon termination or resignation, (6) failed to provide Class Members with legally compliant wage statements, (7) failed to reimburse employees for business expenses, (8) failed to timely pay wages during employment, and (9) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for violation of a number of Labor Code statutes, discussed further below, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- Defendants vigorously deny the claims in the Lawsuits and contend that they fully complied with all applicable laws.
- The parties have agreed to settle this matter to avoid uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action and PAGA action settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuits.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuits. If you worked during the PAGA Period as a non-exempt employee of Defendants as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out of the class action settlement, you may write to the settlement administrator, Phoenix Settlement Administrators (“Settlement Administrator”), about why you object to the settlement and they will forward your concerns to counsel, who will then provide your objection to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. Regardless of whether you submit a written objection, you or your attorney may also address the Court during the final approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012.

The final fairness and approval hearing on the adequacy, reasonableness, and fairness of the settlement will be held at **[REDACTED]**.m. on **[REDACTED]**, in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 15, Los Angeles, California 90012. You are not required to attend the hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants as a non-exempt employee during the period of October 25, 2020 through October 29, 2025. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a Settlement Administrator appointed by the Court, will make the payments described in this Notice. This Notice explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Ricardo Aceves was a non-exempt employee for Defendants in California. He is the “Plaintiff” in this case and is suing on behalf of himself, Class Members, and Aggrieved Employees for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, failure to reimburse employees for business expenses, failure to timely pay wages during employment, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

Defendants deny all of the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the final fairness and approval hearing.

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Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of Plaintiff, the Class Members, and Aggrieved Employees for the gross settlement amount of \$215,000.00 (“Gross Settlement Amount”), unless the Gross Settlement Amount is escalated pursuant to the settlement agreement (“Agreement”). The Gross Settlement Amount includes: (1) administration fees and costs of up to \$4,500; (2) a service payment of up to \$7,500.00 to Plaintiff Ricardo Aceves for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (4) up to 35% in attorneys’ fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$75,250 in attorneys’ fees (pursuant to the Settlement Agreement, if the Gross Settlement Amount is increased due to an increase in the number of Workweeks worked by the aggregate settlement class, the attorneys’ fees requested will also increase because it is a percentage of the Gross Settlement Amount); (4) actual litigation costs up to \$15,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, \$13,000.00 of which will be payable to the Labor and Workforce Development Agency (“LWDA”) and \$7,000.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately \$92,750 will be available for distribution to Class Members (“Net Settlement Amount”). An additional \$7,000.00 will be payable to and divided among Aggrieved Employees on a *pro rata* pay period basis. In addition to the Gross Settlement Amount, Defendants will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. Per the terms of the Settlement, Defendants shall pay the full sum of the Gross Settlement Amount within fourteen (14) days of the Court’s final approval of the Settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of workweeks worked by Class Members for Defendants during the Class Period (“Class Member’s Workweeks”). Specifically, to determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount. In addition, Aggrieved Employees who worked during the PAGA Period will receive a *pro rata* share of the \$7,000 allocated as PAGA penalties, whether or not they opt out of the class action settlement, based on the number of pay periods worked by the Aggrieved Employee for Defendants during the PAGA Period. The Settlement Administrator will determine the total number of pay periods worked by each Aggrieved Employee for Defendants during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”). To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$7,000.00).

Defendants’ records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute. This is an estimate and is subject to change.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Class Member’s settlement payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your settlement share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your settlement check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the settlement checks will no longer be able to be cashed. Any funds represented by settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted to the State Controller Unclaimed Property Division in the name of the Class Member or Aggrieved Employee to whom the check had been issued.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendants Jose Ariel Ramos and J R Universal Construction, Inc., as well as J R Universal Construction, Inc.'s parent companies, subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, and assigns (the "Released Parties") of all Released Claims (defined below) he or she may have or had upon final approval of this settlement, entry of judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and employer taxes pursuant to the Agreement.

"Class Released Claims" means of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period and through the earlier of the Preliminary Approval Date or January 29, 2025 (*i.e.*, 90 days after the parties reached a settlement in principle pursuant to a Memorandum of Understanding), for the claims brought by Plaintiff in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the facts pled in the Operative Complaints, except for any claim(s) for civil penalties under PAGA.

"PAGA Released Claims", which applies to all Aggrieved Employees, means all claims for civil penalties under PAGA brought by Plaintiff in the Action, or that reasonably could have been brought by Plaintiff in the Action based on the PAGA Notice filed with the LWDA on October 24, 2025 by Plaintiff, which arose during the PAGA Period..

The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims."

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Member settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion must include your name, your Social Security Number, your signature, and the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Ricardo Aceves v. J R Universal Construction, Inc., et al.* matter" or any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an Individual PAGA Payment for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the settlement then you will get no payment as a Class Member, and retain your legal rights to pursue claims, other than the PAGA Released Claims, that would otherwise be released by the settlement of the Lawsuits.

Option 3 – Submit an Objection to the Settlement

If you do not exclude yourself from the settlement and wish to object to the settlement, you may submit an objection in writing stating why you object to the settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the final fairness and approval hearing, and your reasons for why you think the Court should not approve the settlement, along with any legal authority, if any, you assert supports your objection. The Court will consider oral objections at the Final Approval hearing even if no written objections have been submitted. You may orally object in person or through counsel at the Final Approval hearing, even if you did not submit written objection. Your written objection must be mailed to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Member settlement payment.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for **[REDACTED]** at **[REDACTED]** **[REDACTED]**.m. in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 15, Los Angeles, California 90012, and discuss your objections with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

Change of Address

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your settlement payment or future correspondence concerning this Lawsuit to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may visit **www.[REDACTED].com**, call the Settlement Administrator at **[PHONE NUMBER]** or Class Counsel, who may be reached as follows:

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Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

J. GILL LAW GROUP, P.C.

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Los Angeles, CA 90071

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Facsimile: (310) 728-2137

You may also visit the Settlement Administrator's website at www.phoenixclassaction.com to gain access to key documents in this case, including the Operative Complaints, the Settlement Agreement, Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at [312 North Spring Street, Room 255, Los Angeles, California 90012](#), during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Action Settlement and/or the settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [\[PHONE NUMBER\]](#)