Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

POLARIS LAW GROUP
William L. Marder, State Bar No. 170131
E-mail: bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
dhyun@hyunlegal.com

Attorneys for Plaintiff and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JEFF DOLLARHIDE, as a proxy for the State of California on behalf of all similarly aggrieved employees, Plaintiff, vs. COATING SPECIALISTS AND INSPECTION SERVICES, a California corporation; RMA COMPANIES, an unknown entity; and DOES 1 through 50, inclusive, Defendants.	Case No. 25CU004196C [Assigned for all purposes to the Hon. Carolyn M. Caietti, Department C-70] **DECLARATION OF MAX W. GAVRON IN SUPPORT OF MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004** Date: February 19, 2027 Time: 10:30 a.m. Dept.: C-70 **Reservation No.: 102123** Action Filed: January 24, 2025 Trial Date: None Set

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, hereby declare and state as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Jeff Dollarhide ("Plaintiff") in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

PROCEDURAL HISTORY

2. From the inception of the case, Plaintiff's counsel have zealously represented the interests of the aggrieved employees ("PAGA Members").

3. On November 21, 2024, Plaintiff submitted written notice under Labor Code § 2699.3 to the California Labor and Workforce Development Agency ("LWDA") and Defendants Coating Specialists and Inspection Services and RMA Companies[1] (collectively, "Defendants"), alleging that Defendants violated Labor Code §§ 204 and 210 (the "PAGA Notice"). Attached hereto as **Exhibit A** is a true and correct copy of the PAGA Notice.

4. As set forth in the PAGA Notice, Plaintiff contends that, as matter of policy and practice, Defendants failed to pay wages in a timely manner, in violation of Labor Code § 204.

5. On January 24, 2025, Plaintiff filed a representative action complaint against Defendants in the Superior Court of the State of California, County of San Diego (the "Action"). The Complaint alleges a single cause of action for violation of Labor Code § 2698, *et seq.*, based on the facts described in Plaintiff's PAGA Notice.

6. As alleged in the Complaint, Plaintiff contends that Defendants failed in their affirmative obligation to make timely payments of wages to employees according to the terms of Labor Code § 204(d). Specifically, Plaintiff alleges that Defendants, as a matter of policy and practice, paid the wages of employees beyond the time periods allowed pursuant to Labor Code § 204. Plaintiff seeks civil penalties under PAGA, as well as attorneys' fees, and costs.

[1] RMA Companies, of which Coating Specialists and Inspection Services (CSI) is a subsidiary, is now known as Certerra.

Defendants dispute and deny Plaintiff's allegations and claims asserted in the operative Complaint.

7. Following the filing of Defendants' responsive pleading, Plaintiff and Defendants (together, the "Parties") engaged in informal discovery and exchanged information regarding the number of aggrieved employees, pay periods at issue during the PAGA period, and Defendants' payroll policies and procedures. Using the data provided by Defendants, Plaintiff's counsel conducted a full penalties analysis as to the value of the PAGA claims. Plaintiff's counsel also investigated the applicable law as applied to the facts discovered regarding Plaintiff's alleged claims and potential defenses thereto. Thus, Plaintiff's counsel entered the settlement discussions with a clear understanding of Defendants' maximum exposure.

8. The Parties ultimately agreed to a settlement of the Action and worked to memorialize the terms of the settlement in a long-form Joint Stipulation and Settlement Agreement of PAGA Representative Action ("Settlement Agreement" or "SA"). A true and correct copy of the Settlement Agreement is attached herewith as **Exhibit B**. Additionally, the Parties have drafted and agreed to send the Notice explaining the Settlement Agreement to aggrieved employees, a true and correct copy of which is attached hereto as **Exhibit C**.

MONETARY TERMS OF SETTLEMENT

9. As defined by the Settlement Agreement, the aggrieved employees or "PAGA Members" means current and former individuals who were employed by Defendants in California at any time from November 21, 2023, through the Release End Date ("PAGA Members"). *See* SA ¶ 10. The PAGA Period is November 21, 2023, through the Release End Date [November 9, 2024]. *Id.* ¶¶ 12, 14.

10. Based on Defendants' records, there are approximately 62 PAGA Members. SA ¶ 10. These individuals worked approximately 1,200 pay periods during the PAGA Period. *See id.* ¶ 57.

11. The Settlement Agreement requires Defendants to pay the Gross Settlement Amount of Fifty Thousand Dollars ($50,000.00). *See* SA ¶ 29.a. Based on the Gross

Settlement Amount, Defendants will pay approximately $41.67 per pay period ($50,000 ÷ 1,200 pay periods) to resolve the claims in this case.

12. The balance of the Gross Settlement Amount remaining after deduction of the approved attorneys' fees and litigation costs, settlement administration costs, and Plaintiff's Representative Enhancement ("Net PAGA Fund") will be available for distribution to the LWDA and PAGA Members. *See* SA ¶¶ 8, 29.c, 32. The Net PAGA Fund will total approximately $15,558.33, which will actually be less when considering the actual costs requested and expended by counsel.

13. Sixty-five percent (65%) of the net amount, or approximately $10,112.91, will be paid to the LWDA for PAGA penalties ("LWDA Payment"). *See* SA ¶ 29.c. The remaining thirty-five percent (35%), or approximately $5,445.42, will be distributed to the PAGA Members. *Id.*

14. As part of the settlement, Defendants do not object to Plaintiff's counsel's request for attorneys' fees of approximately one-third of the Gross Settlement Amount, *i.e.*, Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($16,666.67), and reimbursement of litigation costs in an amount up to Ten Thousand Dollars ($10,000.00), subject to the Court finally approving this settlement. *See* SA ¶ 30. Plaintiff's counsel's anticipated actual litigation costs total $1,918.99. Any portion of the requested attorneys' fees and/or costs not approved by the Court shall be added back to the Gross Settlement Amount for distribution according to the terms of the Settlement Agreement. *See id*.

15. Also, as part of the settlement, Defendants do not object to Plaintiff's request for a Representative Enhancement to Plaintiff in an amount not to exceed Five Thousand Dollars ($5,000.00). *See* SA ¶ 31. Any portion of the Representative Enhancement to Plaintiff that is not approved by the Court shall be added back to the Gross Settlement Amount for distribution according to the terms of the Settlement Agreement. *See id*. ¶.

16. Finally, the settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA ¶ 34. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the administration

costs estimated to be Two Thousand Seven Hundred Seventy-Five Dollars ($2,775.00). *See id.* ¶¶ 18, 34.

PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA

17. Assuming that the Court approves the Representative Enhancement to Plaintiff ($5,000.00), attorney's fees ($16,666.67), actual litigation costs ($1,918.99), and settlement administration costs ($2,775.00), I estimate that the remainder of the Gross Settlement Amount will total $23,639.34. Sixty-five percent (65%) of the net amount (approximately $15,365.57) will be paid to the LWDA for PAGA penalties. The remaining thirty-five percent (35%) (approximately $8,273.77) will be distributed to the PAGA Members. This is a greater distribution to the LWDA and PAGA Members because of the difference between what the Parties allocated to Plaintiff's counsel's costs and the costs actually incurred.

18. The amount any particular PAGA Member will be entitled to recover will be greater or lower than this average depending on the number of pay periods in which the employee worked during the PAGA Period, with some entitled to receive more, and others less. *See* SA ¶ 32.a. This is fair, as it directly allocates greater penalties to individuals who have allegedly suffered greater harm.

19. If any checks from the Settlement remain uncashed after 180 days, the Settlement Administrator will send the funds to the State of California State Controller's Office Unclaimed Property Fund in the name of the PAGA Member. *See* SA ¶ 41.

POTENTIAL CIVIL PENALTIES

20. Plaintiff's counsel negotiated the settlement based on a clear understanding of the maximum exposure in this case. There are approximately 1,200 pay periods in which Plaintiff contends that Defendants paid the wages of PAGA Members beyond the time periods allowed under Labor Code § 204. Defendants represented that there were approximately 62 PAGA Members during the PAGA Period. Pursuant to Labor Code § 210, there is an initial penalty of $100 for the first violation and a $200 penalty for each subsequent violation. Under PAGA, based on underlying violation of Labor Code § 204, the statutory penalty is $100 for any initial violation and $200 for each subsequent violation for each employee. Labor Code §

210. Thus, based on the data provided to Plaintiff's counsel, the estimated potential penalties based on the numbers Defendants provided to Plaintiff, are approximately $120,000.00 (1,200 pay periods x $100 = $120,000). While Labor Code § 210 also provides for a portion of wages withheld to be allocated as a component of the penalty, in my experience under the PAGA, courts are often hesitant to award that component of the penalty – especially without a finding that there had been a prior known violation of the Labor Code cited against the employer. *See Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (holding employer was not subject to heightened penalty under the PAGA because it "was not notified by the Labor Commissioner or any court that it was subject to the California Labor Code….").

21. The maximum penalty calculation assumes that Plaintiff will prevail on the merits. However, Plaintiff's claims are contested. Defendants argued that they made a good faith effort to comply with Labor Code Section 204. Defendants also revised their payroll practices to comply with the Labor Code before Plaintiff's submission of his written notice to the LWDA, which could have supported a reduction in the amount of recoverable penalties.

22. In addition, Defendants have argued that even if the Court ultimately found the pay practice violative of Labor Code § 204, the alleged violation is a technical one and the Court has discretion under PAGA to substantially reduce the PAGA penalties or to decide not to award PAGA penalties at all. Defendants may have sought summary judgment on this issue or proceeded to trial. Should Defendants have prevailed, the State of California and PAGA Members would have been left with zero recovery.

23. In this case, Defendant asserted that a substantial reduction in potential PAGA penalties was warranted because (1) Defendants contend that they followed the law; (2) if the Court determined they violated the law, the alleged violation was inadvertent; (3) the alleged violation was a mere technicality; (4) Defendants changed their practices to eliminate the alleged violation before Plaintiff submitted his written notice to the LWDA; (5) the aggrieved employees did not suffer any actual economic damages; and (6) PAGA penalties were completely unnecessary to punish or deter Defendants' behavior.

24. I am also aware that courts routinely award far less than the statutory maximum

amount of civil penalties, even where an underlying violation of the Labor Code is found. For example, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517 (2018). Similarly, in the matter of *Magadia v. Wal-Mart Assocs., Inc.*, 2019 U.S. Dist. Lexis 91792 (N.D. Cal. May 31, 2019), while the trial court imposed substantial PAGA penalties upon the defendant, such amount still represented reductions of 67% and 80% of the potential PAGA penalties at issue. *Id*. at *87-*100. Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial. Thereafter, the Ninth Circuit reversed a substantial judgment in favor of the plaintiff and the aggrieved employees. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 682 (9th Cir. 2021). Thus, the maximum penalty calculation does not factor in the likelihood that the Court would reduce the amount of penalties at trial.

25. I strongly believe that Plaintiff can prevail at trial. However, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best interests of Plaintiff and the PAGA Members. Here, the Gross Settlement Amount is approximately 41.7% of the total estimated exposure ($50,000 Gross Settlement Amount ÷ $120,000 maximum penalties). This settlement is fair and reasonable, considering the attendant risks.

ATTORNEY EXPERIENCE

26. Plaintiff's counsel have a great deal of experience in wage and hour class action litigation and has been approved as class counsel in a number of class actions.

27. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class

in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

28. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a $21 million commercial breach of contract dispute. I also regularly litigated cases across the civil litigation spectrum, including employment matters.

29. From February 2016, through Fall 2017, I practiced at the international law firm of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50 companies in Multi-District Litigation primarily in the product liability sphere. I also successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary judgment decision regarding trade secret issues, in addition to working in several other practice groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th Cir. 2018).

30. From September 2017, through September 2018, I served as a law clerk to a Judge sitting on the United States District Court, Central District of California. I regularly prepared bench memoranda, on cases involving all types of civil litigation, including regularly working on wage and hour class actions.

31. I am currently an attorney at the law firm Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. My current practice focuses on employment matters involving both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of California. I am currently handling, or have handled, numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC*

(Case No. CV-19-001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No. 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); *Wood v. Reeve Trucking Co., Inc.* (Case No. STK-CV-UOE-2018-0004414, San Joaquin County Superior Court); *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior Court), and *Tice v. Trader Joe's Company* (Case No. 20CV00892, Santa Barbara County Superior Court), *Hyde v. Prime Now LLC*, Alameda County Superior Court Case No. RG20068286, among others.

32. I have been certified as class counsel in a number of cases, including *Smith v. Gold Country Health Center, Inc*. (Case No. PC20180491, El Dorado County Superior Court) and *Pantoja v. RAMCO Enterprises, L.P.* (Case No. M126835, Monterey County Superior Court). I have also assisted in numerous wage and hour class action mediations.

33. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019). The related case decision was *Chavez v. Converse, Inc.*, 772 Fed. Appx. 571 (June 28, 2019).

34. To date, I have incurred approximately 29.9 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit D** is a summary of the hours I have incurred to date.

35. The total lodestar for my hours will be approximately $22,425.00 based on an hourly rate of $750.00 per hour (29.9 hours) x $750].

36. I have been approved at $750.00 per hour rate in *Aristondo v. Prospera Management Inc.* Orange County Superior Court Case No. 30-2023-01334274-CU-OE-CXC (July 30, 2025), *Torres v. Fidelity Management Services, LLC*, Santa Clara Superior Court Case No. 23CV416377 (September 8, 2025), *Custodio v. Randstad Inhouse Services, LLC*, Alameda County Superior Court, Case No. 23cv029977 (January 15, 2026); *Graham v. 4283929 Delaware LLC*, Los Angeles Superior Court, Case No. 24STCV19351 (April 2,

2026). Prior to that, I was approved at $700.00 per hour in *Abernathy v. Deacon Construction, LLC*, Santa Clara County Superior Court Case No. 20CV367327 (February 10, 2025), *Middlebrooks v. Fleetpride, Inc.*, Shasta County Superior Court, Case No. 23CV-0202247 (March 24, 2025), and *Shams v. Revature LLC*, Santa Clara Superior Court, Case No. 22CV394270 (June 6, 2025).

37. Since January 2024, I have been approved at an hourly rate of $650.00 per hour. I was approved at this rate in *Jaramillo v. USS-UPI, LLC*, Contra Costa County Case No. C22-00641 (April 24, 2024). Prior to that, I have been approved at $600.00 per hour in *Weybrew v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re See's Candies Wage and Hour Cases,* Case No. JCCP5004 (March 30, 2022), *Pevey v. Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2, 2022), *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No. 19CV001178, and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No. 21STCV26226 (December 1, 2022), *Hyde v. Prime Now LLC*, Alameda County Superior Court Case No. RG20068286 (August 11, 2023), among others.

38. Prior to that throughout 2020 and 2021, I was approved at an hourly rate of at $550.00 per hour in *James v RADC Enterprises, Inc.,* San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda County Superior Court Case No. RG19029640 (March 2, 2021), *Martin v. Streetplus Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05.858 (August 4, 2021).

39. Based on the hours and applicable rates of myself and my co-counsel, the lodestar amount through the finalization of this settlement – without a multiplier – will be approximately $60,045.00. The lodestar is in excess of the $16,666.67 fee request and results in a negative multiplier of 0.27.

LITIGATION COSTS

40. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement. To date, Diversity Law Group will have incurred costs in the amount of $1,918.99 for litigation-related expenses, including filing fees, service of process fees, postage, anticipated filing and related fees in conjunction with this Motion, and other costs. Attached hereto as **Exhibit E** is a true and correct copy of my firm's cost report.

NOTICE TO LWDA

41. Concurrently with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit F** is a true and correct copy of proof of submission of the settlement documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

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

Executed on this 28th day of May 2026, at Los Angeles, California.

Max W. Gavron

EXHIBIT A

POLARIS
LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023

Phone: 831.531.4211
Fax: 831.634.0333
www.polarislawgroup.com

Direct Dial: (831) 531-4214
Email: bill@polarislawgroup.com

November 21, 2024

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Coating Specialists And Inspection Service
28477 Hidden Hills Dr.
Santa Clarita, Ca 91390

RMA Companies
12130 Santa Margarita Court
Rancho Cucamonga, CA 91730

RMA Southwest
4330 S. Valley View Blvd., Suite 134
Las Vegas, NV 89103

Filed With The LWDA Online and Sent to Employer Via Certified U.S. Mail

Re: Dollarhide v. Coating Specialists And Inspection Service

Pursuant to California Labor Code §§ 2699, 2699.3, 2699.5 aggrieved employee, Jeff Dollarhide, hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by Coating Specialists And Inspection Service, RMA Southwest and RMA Companies (collectively, the "Employer"). The Employer has engaged in the following violations against Mr. Dollarhide and all similarly aggrieved employees. Accordingly, Mr. Dollarhide, as a proxy for the State of California, will seek all applicable penalties on behalf of the State and all similarly aggrieved employees.

Failure to Pay Employees Within the Allowable Amount of Time Under Labor §§ 204 and 210

The Employer violated Labor Code § 204 by paying its employees, including Mr. Dollarhide, in time periods that exceed the allowable amount of time under Labor Code § 204. Pursuant to Labor Code section 204(d), all earned wages by employees must be paid out by the seventh (7th) day following the closing of the pay period. However, the Employer did not pay its employees until more than seven days elapsed after the close of the pay period. For example:

- For the pay period beginning on September 23, 2024, and ending on October 6, 2024, Mr. Dollarhide was not paid until October 18, 2024.

This violation applies Mr. Dollarhide and all similarly aggrieved employees.

This violation applies Mr. Dollarhide and all similarly aggrieved employees.

Statutes Violated

The above-described conduct is in violation of Labor Code §§ 201-204, 210 and 2699 and the applicable California Industrial Welfare Commission Wage Order.

Very truly yours,

Polaris Law Group

William L. Marder

William L. Marder

EXHIBIT B

Rebecca Aragon, Bar No. 134496
raragon@littler.com
Jacob M. Krall Bar No. 296078
jkrall@littler.com
LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
Telephone: 213.443.4300
Facsimile: 800.715.1330

Attorneys for Defendants COATING SPECIALISTS AND INSPECTION SERVICES AND RMA COMPANIES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JEFF DOLLARHIDE, as a proxy for the State of California on behalf of all similarly aggrieved employees, Plaintiff, v. COATING SPECIALISTS AND INSPECTION SERVICES, a California corporation; RMA COMPANIES, an unknown entity; and DOES 1 through 50, inclusive, Defendants.	Case No. 25CU004196C **JOINT STIPULATION AND SETTLEMENT AGREEMENT OF PAGA REPRESENTATIVE ACTION** ASSIGNED FOR ALL PURPOSES TO HON. CAROLYN M. CAITTI, DEPT. C-70 Trial Date: None Set Complaint Filed: January 24, 2025

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

William L. Marder, State Bar No. 170131
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333
E-mail: bill@polarislawgroup.com

Dennis Hyun
HYUN LEGAL, APC
515 S Figueroa St Ste 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (2131) 488-6554
dhyun@hyunlegal.com

Attorneys for Plaintiff and Aggrieved Employees

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

This Joint Stipulation and Settlement Agreement of PAGA Representative Action ("Settlement Agreement") made by and between Plaintiff Jeffrey Dollarhide ("Plaintiff"), on the one hand, RMA Companies[1] and Coating Specialists and Inspection Services (collectively "Defendants") on the other hand. (Plaintiff and Defendants are, collectively, the "Parties.")

THE PARTIES STIPULATE AND AGREE as follows:

Definitions

1. **"Approval"** means the Court's order granting approval of the settlement embodied in this Settlement Agreement.

2. **"Court"** means the Superior Court of California, County of San Diego.

3. **"Defendants' Counsel"** means, Rebecca Aragon, and Jacob Krall of Littler Mendelson P.C.

4. **"Effective Date"** shall mean the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants final approval, enters Judgment, and notice of entry of judgment is filed; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe; five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. No funding of the Settlement shall occur until at least ten (10) calendar days after the Effective Date.

5. **"Gross PAGA Settlement Amount"** means Fifty Thousand Dollars ($50,000.00), which includes all attorneys' fees and costs/expenses petitioned by PAGA Counsel; any enhancement award and PAGA payments to Plaintiff; costs of administration of the Settlement; and any payments to the California Labor & Workforce Development Agency ("LWDA") or the PAGA Members. Defendants will owe nothing more than this Gross Settlement Amount under this Settlement Agreement.

[1] RMA Companies, of which Coating Specialists and Inspection Services (CSI) is a subsidiary is now known as Certerra.

6. **"Judgment"** means the judgment entered by the Court based upon Approval.

7. **"Lawsuit"** means Plaintiff's lawsuit alleging wage and hour violations under the PAGA against Defendants captioned Jeff Dollarhide v. Coating Specialists and Inspection Services et al., pending in the Superior Court of the State of California, San Diego County and bearing Case No. 25CU004196.

8. **"Net PAGA Fund"** means the allocation of the remaining Gross PAGA Settlement Amount, less the Court approved amounts for PAGA Counsel's attorneys' fees and costs, Settlement Administrator's costs and Representative Enhancement.

9. **"PAGA Counsel"** means Diversity Law Group, P.C., Polaris Law Group, and Hyun Legal, APC;

10. **"PAGA Members"** refers to the current and former individuals who were employed by Defendants in California at any time from November 21, 2023, through the Release End Date. Defendants represent that there are 62 unique individuals comprising the PAGA Members.

11. **"PAGA Notice"** means Plaintiff's November 21, 2024 letter to Defendants and the LWDA providing notice of alleged Labor Code violations pursuant to Labor Code section 2699.3, subd.(a).

12. **"PAGA Period"** means November 21, 2023, through the Release End Date.

13. **"Released Claims"** means the claims being released as described in Paragraph 35 below.

14. **"Release End Date"** means November 9, 2024.

15. **"Released Parties"** means Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Certerra, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

16. **"Representative Enhancement"** means the amount approved by the Court under the terms set forth under Paragraph 31 for Plaintiff's efforts to represent the allegedly aggrieved employees.

17. **"Settlement"** means the disposition of the Lawsuit effected by this Settlement Agreement and the Judgment entered thereon.

18. **"Settlement Administrator"** means Phoenix Settlement Administrators.

RECITALS

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

19. On October 10, 2025, following the exchange and extensive review of relevant documents and data and extensive negotiations, the Parties agreed to a settlement of the Lawsuit.

20. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Lawsuit, and further deny that, for any purpose other than settling the Lawsuit, representative treatment is appropriate for the Lawsuit.

21. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations in the Lawsuit.

22. It is the Parties' intention that this Settlement Agreement shall constitute a full and complete settlement and release of all Released Claims (as defined in Paragraph 35) against all Released Parties.

23. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 4, above.

24. PAGA Counsel have conducted a thorough investigation into the facts of the Lawsuit, including an extensive review of relevant documents and data, and have diligently pursued an investigation of the PAGA Members' claims against Defendants. Based on their independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the PAGA Members in light of all known facts and circumstances, including the risks of significant delay, the difficulty of manageably trying this action on a representative basis, and the defenses asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement is in the best interests of the PAGA Members.

25. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Settlement Agreement:

TERMS OF SETTLEMENT

26. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

27. It is agreed by and between Plaintiff and Defendants that the Lawsuit and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff on behalf of himself, and/or the PAGA Members arising out of the disputes which are the subject of the

Lawsuit, be settled and compromised, subject to the terms and conditions set forth in this Settlement Agreement and the Court's Approval.

PAGA MEMBERS

28. For purposes of this Settlement Agreement only, the Parties stipulate that the PAGA Members are the cohort of aggrieved employees.

GROSS PAGA SETTLEMENT AMOUNT

29. As consideration for the Released Claims, (1) at least 45 calendar days after the Effective Date, Defendants agree to fund the Gross Settlement Amount; and (2) within 15 calendar days after the funding, the Settlement Administrator shall distribute these funds as follows:

a. Defendants agree to pay Fifty Thousand Dollars ($50,000.00) (the "Gross PAGA Settlement Amount") to resolve the claims of the PAGA Members. The Gross PAGA Settlement Amount will include all payments to be made to the LWDA, payments to the PAGA Members, attorneys' fees and costs approved by the Court, and any enhancement award to Plaintiff approved by the Court. In no event shall Defendants be liable for the payment of any amounts exceeding those set forth above in this section.

b. The Net PAGA Fund will be distributed to all PAGA Members. There will be no claims process and no reversion.

c. The Net PAGA Fund shall be distributed to the LWDA (65% of the Net PAGA Fund) and the PAGA Members (35% of the Net PAGA Fund).

d. Once Defendants have deposited the Gross Settlement Amount with the Settlement Administrator, they will be deemed to have satisfied all terms and conditions under this Settlement Agreement, shall be entitled to all protections afforded to Defendants under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums. Additionally, none of the Released Parties shall have any further obligation or liability to the Plaintiff or PAGA Members under this Settlement Agreement.

ATTORNEYS' FEES AND EXPENSES

30. **Attorneys' Fees:** PAGA Counsel may petition the Court for attorneys' fees not to exceed one third (1/3), currently estimated at Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($16,666. 67) from the Gross PAGA Settlement Amount, plus reasonable costs/expenses not to

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

exceed Ten Thousand Dollars ($10,000.00), subject to approval by the Court. Attorneys' fees paid pursuant to this Settlement Agreement shall be inclusive of all fees in this matter. Defendants agree not to object to Settlement PAGA Counsel's fees and costs up to the amounts described in this paragraph payable from the Gross PAGA Settlement Amount. Any reduction by the Court of Settlement PAGA Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the PAGA Settlement. Any reduction by the Court of PAGA Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. The amount of any reduction by the Court of the Attorney's Fees shall resort to NET PAGA FUND.

31. **Representative Enhancement:** Defendants agree not to object to an enhancement award to Plaintiff from the Gross PAGA Settlement Amount. Subject to the Court's approval, the amount of the enhancement award will not exceed Five Thousand Dollars and Zero Cents ($5,000.00) for Plaintiff. The Representative Enhancement is understood as a service award for representing the allegedly aggrieved employes through the Lawsuit. Any reduction by the Court of the Representative Enhancement shall not be sufficient grounds to void the Settlement. The amount of any reduction by the Court of the Representative Enhancement shall resort to Net PAGA Fund.

32. **Net PAGA Fund Distribution:** The Net PAGA Fund less the 65% distribution to the LWDA shall be allocated on a per pay period basis as follows:

a. The Net PAGA Fund shall be allocated to each PAGA Member working at least one pay period during the PAGA Period and attributing one (1) share for each pay period worked during the PAGA Period. The total number of respective shares shall be added up and divided by the total number of shares across the PAGA Period to get the percentage share for that PAGA Member.

b. Upon the funding of the Gross Settlement Amount, all PAGA Members shall be deemed to have released their PAGA claims in their entirety. All PAGA payment distributions to PAGA Members shall be treated as non-wage penalties for tax purposes.

33. **Net PAGA Fund and Taxes:** PAGA Members shall be responsible for the proper payment of the employee's taxes on all payments. Plaintiff will receive an IRS Tax Form 1099 for the total sum of the Court-approved enhancement payment. The Parties further agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil penalties and will be reported as such

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

to each PAGA Member on an IRS Form 1099-MISC, if applicable.

34. **Settlement Administrator**: The Settlement Administrator expenses subject to Court Approval shall not exceed Two Thousand Seven Hundred and Fifty Dollars and Zero Cents ($2,775.00) to administer the settlement.

RELEASE

35. Upon the funding of the Gross Settlement Amount, the claims released by the PAGA Members will include all PAGA claims pled in the Lawsuit and any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, and any PAGA claims which could have reasonably been alleged under the facts, allegations and/or claims pled in the Lawsuit or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, against the Released Parties, for work performed during the PAGA Period, including but not limited to the following:

a. The Claims set forth in the Lawsuit, specifically: penalties pursuant to the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) for alleged violations of the California Labor Code including: (1) failure to timely pay all employees as required by Labor Code sections 204 and 210; (2) claims reasonably predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or PAGA Notice, including claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, and 2698 *et seq*. .

b. The claims set forth in this paragraph and subparagraph (a) hereinabove shall be collectively referred to as the "Released Claims."

APPROVAL AND JUDGMENT

36. In conjunction with the motion for court approval of this Settlement Agreement, the Parties will submit a proposed order to the Court, requesting that the Court enter an Order and Judgment ("PAGA Settlement Approval"):

a. Approving PAGA Counsel's request for attorneys' fees and costs;

b. Approving PAGA Counsel's request for the Representative Enhancement;

c. Approving Phoenix Settlement Administrators as Settlement Administrator and expenses for settlement administration not to exceed Two Thousand Seven Hundred and Seventy-Five Dollars and Zero Cents ($2,775.00);

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

d. Approving this Settlement Agreement and its terms, including but not limited to, entering judgment fully and finally releasing and discharging the Released Parties as to all PAGA Members and the LWDA and forever barring the assertion of the Released Claims as to all such PAGA Members and the LWDA, as detailed herein.

DISTRIBUTION

37. Defendants agree to provide the Settlement Administrator, within 45 calendar days of the Effective Date of the PAGA Settlement Agreement, a database containing the following information: (1) the full name, and last known address and full social security number of all PAGA Members; and (2) the information necessary to determine the estimated settlement allocation to each PAGA Member, including without limitation, the total number of pay periods worked by each PAGA Member within the relevant PAGA Period.

38. Upon receipt of this information, the Settlement Administrator shall: (i) run the names of all PAGA Members through the National Change of Address ("NCOA") database to determine any updated addresses for PAGA Members; and (ii) update the addresses of any PAGA Member for whom an updated address was found through the NCOA search.

39. No later than 15 calendar days from receipt of the Gross Settlement Amount and database described in this section, the Settlement Administrator shall mail the Settlement Packet (comprised of the Notice of Settlement Award and individual settlement amount to the respective PAGA Member) to each PAGA Member at his or her last known address or at the updated address found through the NCOA search and retain proof of mailing.

40. Any Settlement Packets returned to the Settlement Administrator as undelivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Settlement Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Settlement Packet to the PAGA Member promptly, and in any event within three (3) business days of obtaining the updated address.

41. A PAGA Member must cash his or her individual settlement payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Member at his or her correct address. If any PAGA Member's individual settlement payment check is not cashed within 180 days of its initial issuance to the PAGA Member, the Settlement Administrator will keep an accounting of such funds, including the identification of the PAGA Member. The Settlement Administrator will then transmit said funds to the State of California State Controller's Office Unclaimed Property Fund, in the PAGA Member's name to be held as unclaimed property for the PAGA Member. In such event, the PAGA Member will nevertheless remain bound by the Settlement Agreement and the releases contained herein.

OTHER BINDING TERMS

42. **Confidentiality**: Plaintiff, PAGA Counsel, and Defendants' Counsel will not make any public disclosure of the Settlement until the filing of this Settlement Agreement, except that Plaintiff and PAGA Counsel may disclose the Settlement to the LWDA prior to the filing of the motion for approval of the PAGA settlement. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the settlement until after this Settlement Agreement is filed with the Court. Thereafter, Plaintiff and PAGA Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

43. **Voiding Agreement:** Plaintiff or Defendants may terminate this Settlement if after submitting the Settlement Agreement for approval to the Court, the Court declines to enter an order approving the PAGA settlement or judgment in substantially the form submitted by the Parties, or if the Settlement Agreement, as agreed, does not become final because of appellate court action. If the Court requests non-material changes to the Settlement Agreement, the Parties will cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement, which shall not be grounds for termination of the Settlement. The terminating party shall give to the other party (through its/his counsel) written notice of its decision to terminate no later than 14 calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

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

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party, PAGA Member or attorney, except to the extent that the Settlement Administrator has incurred costs, in which case the Party electing to terminate the Settlement Agreement shall pay all costs incurred by the Settlement Administrator through the date of termination.

c. Any approval order and judgment shall be vacated.

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the settlement.

e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Lawsuit, or any other action for any purpose whatsoever.

44. **Non-Admission of Liability**: Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; or engaged in any misrepresentation or deception. The Parties agree that the Court has not evaluated manageability of any PAGA claim. Defendants deny all liability for the claims alleged in the Lawsuit and that any PAGA Member is owed any damages or penalties, or is entitled to any relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Court does not approve and enter judgment on the settlement embodied in this Settlement Agreement, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

45. **Warranties and Representations:** Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and PAGA Counsel warrant and represent that there are no liens on the Settlement Agreement, and that Defendants may distribute funds to the PAGA Members, PAGA Counsel, and the Plaintiff as provided by this Settlement Agreement.

46. **Waiver and Amendment:** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

47. **Res Judicata:** Plaintiff agrees that the Released Parties can assert this Settlement Agreement and the Approval and Judgment as a defense to any future claims for penalties brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any Released Claims alleged to have occurred during the PAGA Period. The Parties intend this PAGA settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar a representative action to the fullest extent permissible under applicable law if the LWDA or any allegedly aggrieved employee were to bring a subsequent claim on behalf of the LWDA for any act or omission based on the same factual predicates as the instant Lawsuit and alleged to have occurred during the PAGA Period.

48. **Enforcement Action:** If one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

49. **Notices to Counsel:** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:

Rebecca Aragon
Jacob Krall
Littler Mendelson P.C.
633 W. Fifth St., 63rd Floor
Los Angeles, CA 90071

if to Plaintiff:

Larry W. Lee
Max W. Gavron
Diversity Law Group, P.C.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071

William L. Marder
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023

Dennis Hyun
Hyun Legal, APC
515 S Figueroa St Ste 1250
Los Angeles, CA 90071

50. **Binding Agreement:** This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

51. **Ongoing Cooperation:** The Parties shall support the Settlement, execute all documents and take such steps as are reasonably necessary to effectuate the Settlement and the terms of this Settlement Agreement.

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

52. **Governing Law:** This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

53. **Severability:** The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Paragraph 35 of this Agreement. If a court of competent jurisdiction finds the release provisions of Paragraph 35 of this Settlement Agreement to be unenforceable or invalid as against a PAGA Member or the LWDA, then this Settlement Agreement shall become voidable by Defendants, at Defendants' election but still subject to Defendants' obligation in Paragraph 43 to cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement. If a court of competent jurisdiction finds any provision, other than the release provisions of Paragraph 35, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

54. **Entire Agreement**: This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

55. **Counterparts:** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts, by DocuSign, and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

57. **Escalator Clause**: This Settlement Agreement was reached based on Defendants' representation that there are approximately 1,200 pay periods at issue during the PAGA Period. If the

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

number of pay periods increases by more than 10% greater than these figures, Defendant' agree to increase the Gross Settlement Amount on a proportional basis that reflects the percentage over 10%.

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

IT IS SO AGREED.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below.

[Signatures to follow on additional pages.]

Dated: February 28, 2026

CERTERRA

By: Anam Usman
Title: General Counsel

Dated: February 21, 2026

JEFF DOLLARHIDE

Signed by:
Jeff Dollarhide
9F5642CBB90C49E...
Plaintiff and PAGA Representative

APPROVED AS TO FORM:

Dated: February ___, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________
Larry W. Lee
Max W. Gavron
Attorneys for Plaintiff

Dated: February ___, 2026

POLARIS LAW GROUP

By: William L. Marder
William L. Marder
Attorneys for Plaintiff

Dated: February ___, 2026

HYUN LEGAL, APC

By: ______________________
Dennis Hyun
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

Dated: February ___, 2026

LITTLER MENDELSON P.C.

By:__________________________________
Rebecca Aragon
Jacob Krall
Attorneys for Defendants

LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
213.443.4300

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 633 West 5th Street, 63rd Floor, Los Angeles, California 90071. On February 21, 2026, I served the within document(s):

DEFENDANTS COATING SPECIALISTS AND INSPECTION SERVICES AND RMA COMPANIES' ANSWER TO PLAINTIFF'S PAGA REPRESENTATIVE ACTION COMPLAINT

☐**BY PERSONAL SERVICE:** By messenger service. I caused said documents to be served by having a professional messenger service, **Express Network,** personally deliver them to the persons at the addresses listed below. (A confirmation document by the professional messenger service will be retained in our office.)

☒**BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to the addressee(s) identified below with an e-mail address pursuant to Cal. Code Civ. Proc. § 1013(g).

Larry W. Lee, State Bar No. 228175 Max W. Gavron, State Bar No. 291697 **DIVERSITY LAW GROUP, P.C.** 515S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 (213) 488-6555 (213) 488-6554 facsimile	**Attorneys for Plaintiff** ***JEFF DOLLARHIDE*, as a proxy for the State of California on behalf of all similarly aggrieved employees** ***E-Service List*:** lwlee@diversitylaw.com mgavron@diversitylaw.com
POLARIS LAW GROUP William L. Marder, State Bar No. 170131 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333	bill@polarislawgroup.com
Dennis S. Hyun, State Bar No. 224240 **HYUN LEGAL, APC** 515 S. Figueroa St., Suite 1250 Los Angeles, CA 90071 (213) 488-6555 (213) 488-6554 facsimile	dhyun@hyunlegal.com

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

Executed on February 21, 2026, at Los Angeles, California.

/s/ *Mary An*
Mary An

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Notice is hereby given that a Private Attorneys General Act ("PAGA") settlement award, pursuant to California Labor Code § 2698 *et seq*., has been approved by the Court, in connection with your employment with Defendants Coating Specialists and Inspection Services and RMA Companies (collectively, "Defendants"), in the lawsuit filed by Plaintiff Jeff Dollarhide ("Plaintiff") against Defendant in the San Diego County Superior Court, entitled *Dollarhide v. Coating Specialists and Inspection Services, et al*., Case No. 25CU004196C (the "Lawsuit"). This Notice is being sent to you because you have been identified as an "Aggrieved Employee," or a current or former individual employed by Defendants in California at any time from November 21, 2023, through November 9, 2024. Receipt of this Notice means that you are entitled to your share in the proceeds from the PAGA settlement award. Your share of the PAGA award proceeds is enclosed herewith. The enclosed check must be cashed or deposited within 180 days for your settlement amount will be tendered to the California State Controller's Unclaimed Property Fund, which will be held in your name.

Plaintiff alleges Defendant failed to timely pay wages, making Defendant liable for civil penalties under PAGA. On November 21, 2024, Plaintiff submitted written notice under Labor Code § 2699.3 to the LWDA and Defendants, alleging that Defendants violated Labor Code §§ 204 and 210. On January 24, 2025, Plaintiff filed the Lawsuit, which asserts a sole claim for civil penalties under PAGA. Defendant denies all liability or wrongdoing. Nevertheless, the Parties have reached a settlement to avoid the uncertainties of litigation. Specifically, the Parties agreed to a Gross PAGA Settlement Amount of $50,000.00 in order to resolve the PAGA claims, which is allocated as follows:

a. **Attorney Fees and Costs:** Plaintiff's attorneys will be paid 1/3 of the Gross PAGA Settlement Amount, or $16,666.67 for attorneys' fees and $**** in litigation costs.

b. **Plaintiff's PAGA Representative Enhancement**: Plaintiff will be paid a Representative Enhancement for $5,000.00 from the Gross PAGA Settlement Amount for his service to the LWDA and the Aggrieved Employees, the risk she undertook by filing the Lawsuit, and her general release of claims.

c. **Administration Costs:** the Settlement Administrator will be paid $2,775.00 for administering the Settlement.

After deduction of all of these amounts, the remainder, or Net PAGA Fund is distributed as follows: 65% will be paid to the LWDA and 35% will be divided among the Aggrieved Employees. The Net PAGA Fund shall be allocated to each PAGA Member working at least one pay period during the PAGA Period and attributing one (1) share for each pay period worked during the PAGA Period. The total number of respective shares shall be added up and divided by the total number of shares across the PAGA Period to get the percentage share for that PAGA Member.

Through this Settlement, you will be releasing Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Certerra, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants from all PAGA claims pled in the Lawsuit and any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, and any PAGA claims which could have reasonably been alleged under the facts, allegations and/or claims pled in the Lawsuit or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Lawsuit, against the Released Parties, for work performed during the PAGA Period, including but not limited to the following:

The Claims set forth in the Lawsuit, specifically: penalties pursuant to the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.) for alleged violations of the California Labor Code including: (1) failure to timely pay all employees as required by Labor Code sections 204 and 210; (2) claims reasonably predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or PAGA Notice, including claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, and 2698 *et seq*.

Attorneys for the Plaintiff in this lawsuit are:

Larry W. Lee Max W. Gavron **DIVERSITY LAW GROUP, P.C.** 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 (213) 488-6555 (213) 488-6554 facsimile	**POLARIS LAW GROUP** William L. Marder, Esq. 501 San Benito St., Suite 200 Hollister, California 95023 Tel: (831) 531-4214 Fax: (831) 634-0333	Dennis S. Hyun, Esq. **Hyun Legal, APC** 515 South Figueroa St., Suite 1250 Los Angeles, CA 90071 Tel: (213) 488-6555 Fax: (213) 488-6554

If you have any questions regarding this award or this case, please contact the attorneys identified above.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT D

Dollarhide v. Coating Specialists
Max W. Gavron Time and Task Chart

Hours	Description of Work
5.4	Review client documents; research background of Defendants; research potential causes of action and viability of same
.9	Draft initial complaint
1.5	Analyze and review initial court notices and Defendants' answer to complaint; confer regarding case management conference and address next steps given Defendant's claim that it revised pay practices.
2.5	Draft and revise initial set of written discovery; review file to prepare same.
3.0	Confer with co-counsel and defense regarding proposed settlement discussions and data needed to evaluate liability and damages; prepare request re same.
1.9	Analyze and review data provided by Defendant re damages and liability for purposes of settlement; confer with defense counsel and co-counsel re negotiations of proposed settlement on several occasions; confer with client re same.
7.8	Further draft and revise settlement agreement and supporting documents; confer with defense counsel and co-counsel re same.
6.9	Draft and revise motion for approval of settlement; confer with client and co-counsel re same; confer with administrators re proposed bid for distribution; finalize supporting documentation in support of same.
29.9	**TOTAL HOURS**

EXHIBIT E

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10460
Invoice Date	05/21/2026
Terms	Upon Receipt
Due Date	05/21/2026
PO #	

Invoice Total:	1,918.99
Payment Applied:	0.00
Total Due:	1,918.99

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		1,918.99	0.00	0.00	1,918.99
		$1,918.99	$0.00	$0.00	$1,918.99

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Dollarhide, Jeff v. Coating Specialists and Inspection Service	0.00	0.00	1,918.99	0.00	0.00	1,918.99
	$0.00	$0.00	$1,918.99	$0.00	$0.00	$1,918.99

Subtotal:	$1,918.99
Discount:	$0.00
Subtotal after Discount:	$1,918.99
Taxable Subtotal:	$1,918.99
Tax:	$0.00
Total:	$1,918.99
Payment Applied:	$0.00
Total Due:	$1,918.99

Notes

INVOICE

DIVERSITY LAW GROUP

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10460
Invoice Date	05/21/2026
Terms	Upon Receipt
Due Date	05/21/2026
PO #	

Terms & Conditions

DIVERSITY
LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10460
Invoice Date	05/21/2026
Terms	Upon Receipt
Due Date	05/21/2026
PO #	

Summary- Dollarhide, Jeff v. Coating Specialists and Inspection Service (04068.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		1,918.99

Subtotal:	$1,918.99
Discount:	$0.00
Subtotal after Discount:	$1,918.99
Taxable Subtotal:	$1,918.99
Tax:	$0.00
Total:	$1,918.99

Details - Dollarhide, Jeff v. Coating Specialists and Inspection Service (04068.001)

Expenses

Date	Category	Expense Code	Description	Amount ($)
11/21/2024		Court fees	LWDALWDA	75.00
12/31/2024	Photocopies		Photocopies	1.50
12/31/2024	Postage and delivery		Postage	31.35
01/27/2025	Court Fees		OneLegal - Complaint	1,504.04
02/04/2025	Court Fees		OneLegal - 170.6	21.37
02/11/2025	Court Fees		OneLegal - POS of Summons (24694753)	28.60
03/07/2025	Attorney Service		ACE - Complaint Service (RMA Companies)	121.73
07/24/2025	Court Fees		ACE EFiling - CMS (Envelope No: 20228543)	17.70
04/30/2026	Court Fees		ACE EFiling - CMS (Filing ID: 14350664 Envelope No: 23556025)	17.70
05/21/2026	Court Fees		WIP - anticipated filing fee on approval motion	100.00
			Subtotal:	$1,918.99
			Total:	$1,918.99

EXHIBIT F