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[Additional Counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

GIOVANNI CISNEROS and MANUEL
VARGAS, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SAVAGE INFRASTRUCTURE LLC
(formerly known as SAVAGE SERVICES
CORPORATION), a Utah corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2023-2575

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 22, 2026

Time: 9:00 a.m.

Judge: Hon. John Soldati

Dept.: 10D

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiff Giovanni Cisneros individually, and on behalf of other
6 members of the general public similarly situated in this wage and hour class action filed against
7 Defendant Savage Infrastructure LLC (“Defendant”).

8 2. This declaration is being submitted in support of Plaintiffs’ Motion for Final
9 Approval of Class Action and PAGA Settlement.

10 3. Attached hereto as **Exhibit “A”** is a true and correct copy of the fully executed
11 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter
12 collectively the “Agreement”).

13 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the December 19, 2025,
14 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit “C”** is a true and correct copy of proof of filing the
16 proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit “D”** is a true and correct copy of the proof of filing this
18 motion seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit “E”** is a true and correct copy of the Zakay Law Group,
20 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
21 been appointed Class Counsel.

22 **I. INTRODUCTION**

23 8. An objective evaluation of the proposed settlement of Five Hundred Thousand
24 Dollars and Zero Cents (\$500,000.00) (“Gross Settlement Amount”) confirms that the relief
25 negotiated on behalf of the Settlement Class Members is fair, reasonable, and valuable. The
26 Settlement is a product of informed, adversarial, and non-collusive negotiations, between
27 experienced counsel, and presided over by Louis Marlin, Esq., a respected and experienced
28 mediator of wage and hour Class and PAGA actions. After deducting any Court-approved Class

1 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Service Awards, PAGA
2 Payment, and Claims Administration Expenses, the Net Settlement Amount shall be distributed to
3 the Settlement Class Members based on the number of Workweeks they worked while employed
4 by Defendant during their respective Class Period.

5 9. The relief offered by the Settlement is immediate and is particularly impressive when
6 viewed against the difficulties encountered by Plaintiffs pursuing similar wage and hour cases (*see*
7 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait
8 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and
9 uncertain litigation.

10 **II. OVERVIEW OF THE LITIGATION**

11 10. Defendant provides transportation, logistics, materials handling, and other industrial
12 services. Plaintiff Cisneros was employed by Defendant as a non-exempt employee from March of
13 2022 to October of 2022. Plaintiff Vargas was employed by Defendant from January 2004 to
14 September 8, 2023 as a driver. This action asserts claims on behalf of Defendant's current and
15 former non-exempt employees employed in California during the period from May 17, 2021 to
16 July 31, 2024 (the "Cisneros Class Period") and on behalf of Defendant's current and former
17 exempt drivers employed in California during the period from March 16, 2020 to July 31, 2024
18 (the "Vargas Class Period"). Throughout their employment, Plaintiffs were subject to Defendant's
19 written policies and procedures.

20 11. Generally, Plaintiffs claim that Defendant failed to pay minimum wages and
21 overtime wages, failed to provide compliant meal and rest periods, failed to furnish accurate
22 itemized wages statements, failed to pay all wages when due and failed to reimburse for mandatory
23 business expenses. Defendant forcefully denies liability for each of Plaintiffs' claims. Further,
24 Defendant asserts that it fully complied with all applicable employment laws and raised several
25 other significant defenses to Plaintiffs' claims, including but not limited to, compliant meal and
26 rest period policies, compliant wage statements, reimbursement for all required business expenses,
27 and payment of all wages upon separation.

1 12. On March 16, 2023, plaintiff Cisneros filed a class action complaint against
2 Defendant, in the San Joaquin County Superior Court, Case Number STK-CV-UOE-2023-0002575
3 ("*Cisneros* Action"). The *Cisneros* Action alleged the following: (1) Unfair Competition in
4 violation of Business and Professions Code§ 17200 *et seq* Failure to Pay Wages; (2) Failure to Pay
5 Minimum Wages; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods as Required;
6 (5) Failure to Provide Rest Periods as Required; (6) Failure to Reimburse Employees for Required
7 Expenses; (7) Failure to Provide Wages When Due; and (8) Failure to Provide Accurate Itemized
8 Wage Statements. Plaintiff Cisneros amended his complaint on September 7, 2023, in order to add
9 a ninth cause of action for violation of the PAGA.

10 13. Prior to mediation, the Parties engaged in further investigation and the exchange of
11 documents and information in connection with the Action. As part of this process, Defendant
12 provided a significant sample of time records and payroll records, policies, as well as other
13 documents and information, to Class Counsel to review and analyze. On April 2, 2024, the Parties
14 participated in a full day mediation with Louis Marlin, Esq., an experienced mediator of wage and
15 hour class and PAGA actions. After arms-length negotiations and bargaining, the Parties reached
16 an agreement to settle following their acceptance of a mediator's proposal. After reaching an
17 agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which
18 is the subject of the instant motion.

19 14. After the settlement was reached, Plaintiff Cisneros filed a Second Amended
20 Complaint, which amended his class and PAGA action to add Plaintiff Vargas as a named plaintiff,
21 along with his claims and factual allegations. The Second Amended Complaint is the Operative
22 Complaint, and this Class and PAGA action is referred to herein as the "Action".

23 **III. THE SETTLEMENT BEFORE THE COURT**

24 15. The Court preliminarily approved a Gross Settlement Amount of Five Hundred
25 Thousand Dollars and Zero Cents (\$500,000.00) based on a total of 33,526 Workweeks worked by
26 the Settlement Class during the Class Periods (14,335 Workweeks for the Cisneros Class and
27 19,191 Workweeks for the Vargas Class). The Gross Settlement Amount shall be used: (1) to
28 satisfy Individual Settlement Payments to Settlement Class Members; (2) to satisfy the Service

1 Awards; (3) to satisfy the Class Counsel Fees Payment and Class Counsel Litigation Expenses
2 Payment; (4) to satisfy the PAGA Payment; and (5) to satisfy the Claims Administration Expenses

3 16. As detailed in the motion for preliminary approval, Class Counsel thoroughly
4 investigated the proposed Class Members' claims, applicable law, and potential defenses. Months
5 before filing the Action, Class Counsel began their pre-filing investigation into the Plaintiffs'
6 complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiffs.
7 As part of the interview process, Plaintiffs produced documents related to their employment,
8 including payroll records.

9 17. To prepare for mediation, Class Counsel requested documents and data points to
10 further evaluate Plaintiffs' claims and Defendant's liability exposure to the Class Members. In
11 response to Class Counsel's request, Defendant produced, among other things, the time and payroll
12 records for a representative sampling of the Class Members, aggregate workweek and pay period
13 data, and copies of applicable policies, and agreements. In total, Defendant produced nearly 800
14 pages of pertinent documents for Class Members for Class Counsel to analyze.

15 18. Class Counsel then retained the statisticians and economists at Berger Consulting
16 Group ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis
17 and damage modeling consulting services specializing in wage and hour class actions. BCG's team
18 of financial and data analysts are credentialed and experienced experts in their fields and have
19 provided their expertise on thousands of cases. Stated differently, the BCG is uniquely qualified to
20 analyze Defendant's time and payroll data.

21 19. Prior to mediation, BCG analyzed the time and payroll data provided by Defendant
22 to assist in the development of various damage models. Among other things, BCG's analysis
23 estimated the number of workweeks, pay periods, average rate of pay, and the regular rate of pay.
24 BCG also estimated the amount of unreimbursed business expenses, unpaid wages due to off-the-
25 clock work and regular rate violations, the number of missed, late, or truncated meal and rest
26 periods, number of missed meal and rest period premiums paid during the Class Period and the
27 amount of resulting PAGA penalties for identified Labor Code violations.

1 20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
2 determining Plaintiffs' suitability as a putative class representatives through interviews,
3 background investigations, and analysis of their employment files; (2) evaluating all of Plaintiffs'
4 potential claims; (3) researching similar wage and hour class actions as to the claims brought, the
5 nature of the positions, and the type of employer; (4) analyzing the Settlement Class's time and
6 payroll data; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in
7 similar cases as well as outstanding issues which could affect settlement approval; (7) estimating
8 Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
9 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature
10 and magnitude of the claims being settled, as well as the impediments to recovery, such as to make
11 an independent assessment of the reasonableness of the terms to which the Parties have agreed.

12 21. Class Counsel only agreed to enter the Settlement following this thorough
13 investigation and evaluation of Plaintiffs' claims. Based on its investigation of the facts, applicable
14 law, and marketplace for similar settlements, and considering the risk of significant delay and
15 uncertainty associated with litigation, and the various defenses asserted by Defendant, Class
16 Counsel believes this Agreement to be in the best interest of the Class Members. Because the
17 Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the
18 Settlement.

19 22. On April 2, 2024, the Parties participated in a full-day mediation with respected wage
20 and hour mediator Louis Marlin, Esq. Mediator Marlin helped to manage the Parties' expectations
21 and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made
22 substantial progress with Mediator Marlin's assistance. Namely, the Parties exchanged information
23 regarding their respective claims and defenses, including their respective evaluations of the
24 damages. After a day of arm's length and adversarial negotiations, the Parties reached a settlement
25 following their acceptance of a mediator's proposal, which was subsequently memorialized in the
26 form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement
27 are now set forth in the Agreement. No action would likely have been taken by Class Members
28

1 individually, and no compensation would have been recovered for them, but for Plaintiffs' service
2 on behalf of the Class.

3 23. Class Counsel in this matter has extensive class action experience in multiple fields
4 and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated
5 similar wage and hour class actions involving similar claims. Class Counsel has been approved as
6 class counsel in similar wage and hour class actions throughout the State of California. As such,
7 courts throughout California have deemed Class Counsel experienced and knowledgeable in this
8 area of law. Class Counsel has participated in every aspect of the settlement discussions and has
9 concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class

10 24. My firm has extensive class action experience in multiple fields and has represented
11 tens-of-thousands of persons in class actions. My firm has previously litigated similar wage and
12 hour class actions involving similar claims. My firm has been approved as class counsel in similar
13 wage and hour class actions throughout the State of California. As such, courts throughout
14 California have deemed my firm experienced and knowledgeable in this area of law. My firm has
15 participated in every aspect of the settlement discussions and has concluded the settlement is fair,
16 adequate, and reasonable and in the best interests of the Class.

17 25. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
18 correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has
19 undertaken are also set forth in **Exhibit E**. I have had class litigation experience, mostly in the area
20 of employment class actions, unfair business practices, and other complex litigation. I have
21 experience in cases involving labor code violations and wage and hour claims. I have litigated
22 similar wage and hour cases against other employers on behalf of employees. I have been approved
23 as experienced class counsel in courts throughout California. It is this level of experience which
24 enabled my firm to undertake the instant matter and to successfully combat the resources of the
25 defendants and its capable and experienced counsel.

26 26. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
27 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
28 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful.

1 *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of \$500,000.00 represents
2 a discount on Defendant's potential exposure if Plaintiffs established liability on all claims and
3 were awarded the full amount of the estimated damages at trial, this compromise is reasonable
4 because (1) the formidable defenses raised by Defendant presented a risk that could award
5 significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-trial recovery
6 may require many more years of litigation, resulting in added fees and costs without any guarantee
7 of recovery for the Class.

8 27. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair
9 and reasonable considering the nature and magnitude of the claims being settled and the various
10 potential impediments to recovery. Class Counsel developed varied economic damages models
11 measuring Defendant's liability exposure while accounting for the uncertainties of continued
12 litigation. The various models were informed by Class Counsel's investigation, including the
13 analysis of a significant sample of time and payroll data. Detailed in greater depth during the
14 preliminary approval process, Class Counsel projected a range of Defendants' liability exposure
15 for the claims asserted on behalf of the Class. The Gross Settlement Amount represents 18% of
16 Defendants' *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

17 28. Clearly the goal of this litigation to obtain redress for the class has been met by this
18 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length
19 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
20 entitled to final approval.

21 29. Although Class Counsel believes strongly in Plaintiffs' claims, it would be
22 misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant
23 could defend the action or, at least, drastically undercut Plaintiffs' claims.

24 30. Although Plaintiffs are confident about the strength of their claims, Plaintiffs
25 nevertheless recognize that Defendant has factual and legal defenses that, if successful, would
26 potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage
27 and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

1 31. The complexities and duration of further litigation cannot be overstated. There is
2 little doubt that if Defendant faced a large adverse judgement, Defendant would undoubtedly post
3 a bond and appeal. A post-judgment appeal by Defendant would have required many more years
4 to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then
5 the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery
6 today outweigh an uncertain result three or more years in the future.

7 32. Class Representatives and Class Counsel recognize the expense and length of a trial
8 against Defendant through possible appeals which could take years. In arriving at their informed
9 belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain
10 outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of
11 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted
12 in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs
13 would have increased, and recovery would have been delayed if not denied, thereby reducing the
14 benefits of an ultimate victory. Class Representatives and Class Counsel believe that the Settlement
15 confers substantial monetary and non-monetary benefits upon the Class. Based upon their
16 evaluation, Class Representatives and Class Counsel have determined that the Settlement set forth
17 in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should
18 be granted final approval.

19 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

20 33. Here, Plaintiffs and Defendant negotiated a good faith PAGA Payment in the amount
21 of \$25,000.00, which is 5% of the Gross Settlement Amount. As illustrated above, this amount
22 falls well within the range of approved PAGA settlements. Seventy-five percent (75%) of the
23 PAGA Payment (\$18,750.00) will be paid to the LWDA (“LWDA Payment”) with the remaining
24 twenty-five percent (25%) of the PAGA Payment (\$6,250.00) to be distributed to the Aggrieved
25 Employees, which is within the range of PAGA Payments approved by courts and should be
26 approved.

27
28 ///

34. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of June 2026, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for PLAINTIFFS

EXHIBIT A

JCL LAW FIRM, APC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

GIOVANNI CISNEROS, an individual,
MANUEL VARGAS, an individual,
individually, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SAVAGE SERVICES CORPORATION, a
Utah Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2023-2575

[Complaint Filed: March 16, 2023]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Judge: Hon. Barbara Kronlund
Dept: 10-D

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiffs Giovanni Cisneros (“Plaintiff Cisneros”) and Manuel Vargas
3 (“Plaintif Vargas”) (collectively “Plaintiffs” and/or “Plaintiff”), individually and on behalf of the
4 Class, and in their representative capacity on behalf of the State of California and the Aggrieved
5 Employees, and Defendant Savage Infrastructure LLC (formerly known as Savage Services
6 Corporation) (“Defendant”).

7 **I. DEFINITIONS**

8 A. “Action” shall mean: (1) the putative Class and PAGA representative action lawsuit
9 designated *Cisneros. v. Savage Services Corporation.*, San Joaquin County Superior Court, Case No.
10 STK-CV-UOE-2023-2575, filed March 16, 2023; and (2) the PAGA representative action lawsuit
11 designated *Manuel Vargas v. Savage Services Corporation Case No. 23LBCV00782*, filed on April
12 28, 2023.

13 B. “Agreement,” or “Settlement Agreement” means this Stipulation of Settlement of
14 Class and PAGA Action Claims and Release of Claims.

15 C. “Aggrieved Employees” and/or “PAGA Class” means all Cisneros Class Members
16 and Vargas Class Members who are or previously were employed by Defendant and performed work
17 in California during the PAGA Period.

18 D. “Aggrieved Employee Payment” means an Aggrieved Employee’s pro rata share of
19 twenty-five percent (25%) of the PAGA Payment, the amount of \$6,250.00, that will be distributed
20 to the Aggrieved Employee based on the Aggrieved Employee’s PAGA Payment Ratio, as described
21 in this Agreement.

22 E. “Cisneros Class Members” means all non-exempt employees who are or previously
23 were employed by Defendant and performed work in California during the Cisneros Class Period.

24 F. “Cisneros Class Period” means the period defined as May 17, 2021 to July 31, 2024.

25 G. “Class Members” or “Class” means all Cisneros Class Members and Vargas Class
26 Members.

27 H. “Claims Administrator” means APEX CLASS ACTION, 18 Technology Drive, Suite
28 168, Irvine, CA 92618; Toll Free:1-800-355-0700. The Claims Administrator shall establish,

1 designate, and maintain, a non-interest bearing QSF under Internal Revenue Code section 468B and
2 Treasury Regulation section 1.468B-1, into which the Gross Settlement Amount will be deposited.
3 The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from
4 the assets of Defendant and any person related to Defendant.

5 I. "Claims Administration Expenses" means the amount paid to the Claims
6 Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this
7 Agreement currently estimated not to exceed \$7,990.00.

8 J. "Class Counsel" means JCL Law Firm, APC, Zakay Law Group, APLC, and
9 Makerem & Associates, APLC.

10 K. "Class Counsel Fees Payment" means the award of attorneys' fees that the Court
11 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs, the Class,
12 and the Aggrieved Employees in the Action not to exceed \$166,666.66 (one-third of the Gross
13 Settlement Amount of \$500,000). The Class Counsel Fees Payment shall be allocated between Class
14 Counsel in the following percentages: 35% to JCL Law Firm, APC, 35% to Zakay Law Group,
15 APLC, and 30% to Makarem & Associates, APLC, subject to court approval.

16 L. "Class Counsel Litigation Expenses" means the amount to be allocated to Class
17 Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action of up to
18 \$30,000. Payment for Class Counsel Litigation Expenses shall be made to the firms that incurred the
19 expenses as demonstrated through declarations with supporting invoices submitted to the court, in a
20 total amount not to exceed \$30,000.00.

21 M. "Class Data" means information regarding the Class Members (Cisneros Class
22 Members and Vargas Class Members) that Defendant will in good faith compile from their records
23 and provide to the Claims Administrator. It shall be formatted as a Microsoft Excel spreadsheet and
24 shall include: each Class Member's full name; last known address; employee ID number; Social
25 Security Number; his or her number of workweeks worked during each respective Class Period
26 (Cisneros Class Period and Vargas Class Period) as a Cisneros Class Member or Vargas Class
27 Member; and his or her number of pay periods worked during the PAGA Period as an Aggrieved
28 Employee (if applicable).

1 N. "Class Payment Ratio" means the respective Workweeks for each Cisneros Class
2 Member divided by the total Workweeks for all the Cisneros Class Members and the respective
3 Workweeks for each Vargas Class Member divided by the total Workweeks for all the Vargas Class
4 Members.

5 O. "Class Representatives" means plaintiffs Giovanni Cisneros and Manuel Vargas.

6 P. "Court" means the Superior Court for the State of California, County of San Joaquin,
7 currently presiding over the Operative Complaint.

8 Q. "Defendant" means Savage Infrastructure LLC (formerly known as Savage Services
9 Corporation).

10 R. "Defendant's Counsel" means Christian Keeney and Alis Moon of Jackson Lewis,
11 P.C., and Maria Rodriguez and Elvira Kras of McDermott Will & Emery LLP.

12 S. "Effective Date" of the Settlement means the date by when both of the following have
13 occurred: (a) the Court enters a Judgment on the final approval order; and (b) the Judgment is final.
14 The Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class
15 Members object to the Settlement, the day the Court enters Judgment; (b) if one or more Settlement
16 Class Members object to the Settlement, the day after the deadline for filing a notice of appeal from
17 the Judgment; or if a timely appeal from the judgment is filed, the day after the appellate court affirms
18 the Judgment and issues a remittitur.

19 T. "Final Approval Order" means the Court's order granting final approval of the
20 Settlement.

21 U. "Funding Date" means the date by which Defendant pays the Gross Settlement
22 Amount, including payment for all claims, payment of Claims Administration Expenses, Class
23 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Service Awards, and PAGA
24 Payment to the Claims Administrator in accordance with the terms of this Agreement. Defendant
25 will pay the Gross Settlement Amount sixty (60) days after the Effective Date.

26 V. "Gross Settlement Amount" means Five Hundred Thousand Dollars and Zero Cents
27 (\$500,000.00) for payment of all claims, including payment of Claims Administration Expenses;
28 Class Counsel Fees Payment; Class Counsel Litigation Expenses Payment; Service Awards; and the

1 PAGA Payment. The Gross Settlement Amount is all-in with no reversion and exclusive of the
2 employer's share of payroll tax, if any, triggered by any payment under this Settlement, as calculated
3 by the Claims Administrator. Under no condition will Defendant be required to pay more than the
4 Gross Settlement Amount, except as provided in Section III(A)(2) below. Any amounts not approved
5 by the Court shall be added to the Net Settlement Amount to be distributed to Settlement Class
6 Members and shall not be grounds to object to or terminate the Settlement.

7 W. "Individual Settlement Payments" means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member, as calculated by the Claims Administrator, and excludes
9 any amounts distributed to Aggrieved Employees pursuant to PAGA. The Individual Settlement
10 Payments shall be paid based on the number of Workweeks worked during the Cisneros Class Period
11 and Vargas Class Period, whichever is applicable (collectively, "Settlement Class Period") without
12 the need to submit a claim form.

13 X. "Judgment" means the judgment entered by the Court based upon the Final Approval
14 Order.

15 Y. "LWDA" means the California Labor and Workforce Development Agency.

16 Z. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment
17 (\$18,750.00) payable to the to the LWDA.

18 AA. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
19 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Service Awards, PAGA
20 Payment, and Claims Administration Expenses. The Net Settlement Amount shall be allocated as
21 follows: 50% for the Cisneros Class Members and 50% for the Vargas Class Members.

22 BB. "Notice Packet" means the settlement notice to be provided to the Class Members by
23 the Claims Administrator in substantially the same form set forth as Exhibit A to this Agreement
24 (other than formatting changes to facilitate printing by the Claims Administrator), as approved by
25 the Court.

26 CC. "Operative Complaint" means the stipulated Second Amended Complaint that will be
27 filed in the *Cisneros. v. Savage Services Corporation.*, San Joaquin County Superior Court, Case No.
28 STK-CV-UOE-2023-2575 pursuant to this Agreement that adds Plaintiff Vargas and his claims and

1 factual allegations from the case, *Manuel Vargas v. Savage Services Corporation, et al.*, San Joaquin
2 Superior Court Case Number 23LBCV00782 filed on March 9, 2022.

3 DD. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
4 Labor Code § 2698 et seq.

5 EE. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
6 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during
7 the PAGA Period.

8 FF. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods of employment during the
10 PAGA Period that each Aggrieved Employee worked in California.

11 GG. “PAGA Period” means the period between February 22, 2022 to July 31, 2024.

12 HH. “PAGA Payment” means Twenty-Five Thousand Dollars and Zero Cents
13 (\$25,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims
14 asserted in the Action, as approved by the Court.

15 II. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either
16 Plaintiffs or Defendant, individually.

17 JJ. “Plaintiffs” means Giovanni Cisneros and Manuel Vargas.

18 KK. “Preliminary Approval Order” means the Court’s order granting preliminary approval
19 of the Settlement.

20 LL. “Qualified Settlement Fund” or “QSF” means the account established, designated,
21 and maintained under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-
22 1 by the Claims Administrator to fund the Gross Settlement Amount.

23 MM. “Released Cisneros Class Claims” means upon entry of Judgment and funding of the
24 Gross Settlement Amount, that Defendant shall be entitled to a release from the Cisneros Class
25 Members of all claims that were alleged, or reasonably could have been alleged based on the facts
26 and claims alleged in the Operative Complaints and/or the Action which occurred during the Class
27 Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment
28

1 insurance, disability, social security, workers' compensation, and class claims outside of the Cisneros
2 Class Period.

3 NN. "Released Vargas Class Claims" means upon entry of Judgment and funding of the
4 Gross Settlement Amount, that Defendant shall be entitled to a release from the Vargas Class
5 Members of all claims that were alleged, or reasonably could have been alleged based on the facts
6 and claims alleged in the Operative Complaint and/or Action which occurred during the Class Period,
7 and expressly excluding any and all claims arising from or related to meal breaks, failure to take
8 meal breaks, and/or failure to pay meal premiums in lieu of providing meal breaks, rest breaks, failure
9 to take rest breaks, and/or failure to pay rest premiums in lieu of providing rest breaks, and vested
10 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
11 compensation, and class claims outside of the Vargas Class Period.

12 OO. "Released PAGA Claims" means upon entry of Judgment and funding of the Gross
13 Settlement Amount, that Defendant shall be entitled to a release from the Aggrieved Employees of
14 all PAGA claims that were alleged or reasonably could have been alleged based on the facts and
15 claims alleged in the Operative Complaint, Action, and/or Plaintiffs' PAGA notices to the LWDA
16 which occurred during the PAGA Period, and expressly excluding claims for vested benefits,
17 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
18 and PAGA claims outside of the PAGA Period.

19 PP. "Released Parties" means Defendant Savage Instructure LLC, and any of its past,
20 present, and future parents, affiliates, subsidiaries, predecessors, successors, and assigns, and each
21 of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys,
22 auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers,
23 reinsurers, and other persons acting on their behalf.

24 QQ. "Response Deadline" means the date forty-five (45) calendar days from the date the
25 Notice Packet is first mailed.

26 RR. "Service Award" or "Service Awards" means an award in the amount of up to
27 \$10,000.00 or in an amount that the Court authorizes to be paid to each individual Class
28

Representative, in addition to their Individual Settlement Payment and their Aggrieved Employee Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action.

SS. “Settlement” means the disposition of the Action pursuant to this Agreement.

TT. “Settlement Class Members” or “Settlement Class” means all Cisneros Class Members and Vargas Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement and determined by the Claims Administrator.

UU. “Vargas Class Members” means all exempt drivers who are or previously were employed by Defendant and performed work in California during the Vargas Class Period.

VV. “Vargas Class Period” means the period defined as March 16, 2020 to July 31, 2024.

WW. “Workweeks” means any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Settlement Class Member is employed by Defendant during the Settlement Class Period. The Workweeks will be calculated by the Claims Administrator based on the Class Data and will be presumed to be correct unless a particular Settlement Class Member proves otherwise to the Claim Administrator by credible written evidence. All Workweek Disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator’s decision on all Workweek Disputes will be final.

II. RECITALS

A. On February 22, 2023, plaintiff Vargas served the LWDA with a PAGA notice and served the same on Defendant.

B. On March 14, 2023, plaintiff Cisneros served the LWDA with a PAGA notice and served the same on Defendant.

C. On March 16, 2023, plaintiff Cisneros filed a Class Action Complaint against Defendant, in the San Joaquin County Superior Court, Case Number STK-CV-UOE-2023-0002575 (“Cisneros Action”). The *Cisneros* Action alleged the following: (1) Unfair Competition in violation of Business and Professions Code § 17200 *et seq* Failure to Pay Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods as Required; (5) Failure to Provide Rest Periods as Required; (6) Failure to Reimburse Employees for Required Expenses; (7) Failure to Provide Wages When Due; and (8) Failure to Provide Accurate Itemized Wage Statements;

1 D. On April 28, 2023, Plaintiff Vargas filed a Complaint alleging a single cause of action
2 against Defendant for Violation of the Private Attorneys General Act (Labor Code sections 2698, et.
3 seq.).

4 E. On September 7, 2023, Plaintiff Cisneros filed a First Amended Complaint adding a
5 claim for Violation of the Private Attorneys General Act (Labor Code sections 2698, et. seq.)
6 (“*Vargas* PAGA Action”).

7 F. On or around July 2025, Plaintiff Cisneros amended the *Cisneros* Action to add
8 Plaintiff Vargas and his claims and factual allegations.

9 G. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
11 Representatives, alleged in the Operative Complaint, the Action, and/or alleged in the Class
12 Representatives’ PAGA notices to the LWDA are owed, and further contends that, for any purpose
13 other than settlement, the Action is not appropriate for class or representative action treatment.
14 Defendant contends, among other things, that they complied with the California Labor Code,
15 Industrial Welfare Commission Wage Orders, and applicable law.

16 H. The Class Representatives are represented by Class Counsel. Class Counsel
17 investigated the facts relevant to the Action, including conducting an independent investigation as to
18 the allegations, reviewing documents and information exchanged through informal discovery, and
19 reviewing documents and information provided by Defendant pursuant to informal requests for
20 information to prepare for mediation. Defendant produced for the purpose of settlement negotiations
21 certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the
22 assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel
23 are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the
24 best interest of the Class considering all known facts and circumstances, including the risks of
25 significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and
26 numerous potential appellate issues. Although it denies any liability, Defendant agrees to this
27 Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their
28 counsel have agreed to settle the claims on the terms set forth in this Agreement.

1 I. On April 2, 2024, the Parties participated in full day mediation presided over by Louis
2 Marlin, Esq., an experienced mediator of wage and hour Class and PAGA actions. The Parties
3 accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a
4 Memorandum of Understanding.

5 J. This Agreement replaces and supersedes the Memorandum of Understanding and any
6 other agreements, understandings, or representations between the Parties. This Agreement represents
7 a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or
8 will be construed as an admission by Defendant that the claims in the Action of Plaintiffs and/or the
9 Class Members have merit or that Defendant bears any liability to Plaintiffs and/or the Class
10 Members on those claims or any other claims, or as an admission by Plaintiffs that Defendant's
11 defenses in the Action have merit.

12 K. The Parties believe that the Settlement is fair, reasonable, and adequate. The
13 Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The
14 Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through
15 trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes
16 and claims arising from or relating to the Action fully, finally, and forever.

17 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
18 for any reason the Settlement does not become effective, the Parties agree that class certification will
19 immediately be set aside and the class will be decertified (subject to further proceedings on a motion
20 of any Party to certify or deny certification thereafter). Defendant reserves the right to contest
21 certification of any class for any reason and reserves all available defenses to the claims in the Action.
22 The Parties' willingness to stipulate to class certification as part of the Settlement will have no
23 bearing on and will not be admissible in or considered in connection with the issue of whether a class
24 should be certified in a non-settlement context in this Action, or in any context in any other lawsuit.
25 Additionally, the Settlement, this Agreement, and the Parties' willingness to settle the Action will
26 have no bearing on and will not be admissible in connection with any litigation.

27 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
28

1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Action, and
4 in exchange for the releases set forth below, Defendant will pay the Gross Settlement Amount. Other
5 than Defendant's share of employer payroll taxes, as determined by the Claims Administrator,
6 Defendant shall not be required to pay more than the Gross Settlement Amount.

7 2. Class Size. Defendant represents that, at the time of mediation, the Cisneros
8 Class was comprised of approximately 162 individuals who collectively worked approximately
9 14,000 Workweeks during the Cisneros Class Period. Defendant represents that, at the time of
10 mediation, the Vargas Class was comprised of approximately 186 individuals who collectively
11 worked approximately 17,500 Workweeks during the Cisneros Vargas Class Period. No later than
12 fifteen (15) days following the Parties' execution of this Agreement, Defendant shall transmit the
13 complete and up-to-date Class Data to the Settlement Administrator. Upon review of the Class Data,
14 and no later than fifteen (15) days after receiving the up-to-date Class Data, the Settlement
15 Administrator shall provide a declaration attesting to the number of Class Members and Workweeks
16 worked by the Class Members. The Parties acknowledge and agree that the Class Data (and other
17 information provided by Defendant for purposes of mediation) was relied on to extrapolate and reach
18 an arms-length negotiation of Plaintiffs' claims in the *Giovanni Cisneros v. Savage Services*
19 *Corporation Case No. STK-CV-UOE-2023-0002575* and *Manuel Vargas v. Savage Services*
20 *Corporation Case No. 23LBCV00782* actions through the Settlement Class Period. Should the
21 number of workweeks worked by the Settlement Class Periods increase by more than 10% of what
22 was represented at the mediation during the Settlement Class Period (*i.e., exceeds 34,650*), Defendant
23 at its sole discretion, will either: (1) pay the pro rata percentage increase in excess of the 10% to the
24 Gross Settlement Amount to include the additional workweeks (*e.g., an 11% increase in workweeks*
25 *would result in a 1% increase in the Gross Settlement Amount*); or (2) reduce the Settlement Class
26 Period to the date that 34,650 workweeks are met, but not exceeded.

27 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
28 into a non-interest bearing QSF, through the Claims Administrator on or before the Funding Date.

1 4. Defendant's Share of Payroll Taxes. Defendant's share of employer-side
2 payroll taxes shall be calculated by the Claims Administrator and paid into the QSF in addition to
3 the Gross Settlement Amount on the Funding Date.

4 B. Release by Cisneros Class Members. Upon entry of Judgment and funding of the
5 Gross Settlement Amount, Defendant shall be entitled to a release from the Cisneros Class Members
6 of all claims that were alleged, or reasonably could have been alleged based on the facts and claims
7 alleged in the Operative Complaint and/or the Action which occurred during the Cisneros Class
8 Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment
9 insurance, disability, social security, workers' compensation, and class claims outside of the Cisneros
10 Class Period.

11 C. Release by Vargas Class Members. Upon entry of Judgment and funding of the Gross
12 Settlement Amount, Defendant shall be entitled to a release from the Vargas Class Members of all
13 claims that were alleged, or reasonably could have been alleged based on the facts and claims alleged
14 in the Operative Complaint and/or the Action which occurred during the Vargas Class Period, and
15 expressly excluding any and all claims arising from or related to meal breaks, failure to take meal
16 breaks, and/or failure to pay meal premiums in lieu of providing meal breaks, rest breaks, failure to
17 take rest breaks, and/or failure to pay rest premiums in lieu of providing rest breaks, and vested
18 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
19 compensation, and class claims outside of the Vargas Class Period.

20 D. Release by the Aggrieved Employees. Upon entry of Judgment and funding of the
21 Gross Settlement Amount, Defendant shall be entitled to a release from the Aggrieved Employees
22 of all PAGA claims that were alleged or reasonably could have been alleged based on the facts and
23 claims alleged in the Operative Complaint, the Action, and/or Plaintiffs' PAGA notices to the LWDA
24 which occurred during the PAGA Period, and expressly excluding claims for vested benefits,
25 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
26 and PAGA claims outside of the PAGA Period.

27 E. Amended Pleading and Dismissal of *Vargas* PAGA Action. The Parties hereby agree
28 to the filing of a stipulated Second Amended Complaint ("SAC") in the *Cisneros* Action. The SAC

1 will name plaintiff Vargas as plaintiff in the Action and add plaintiff Vargas's claims and factual
2 allegations. As part of this Settlement, the Parties will execute a Stipulation for leave to file the SAC
3 prior to seeking preliminary approval of this Settlement. Within ten (10) calendar days of the filing
4 of the SAC, Plaintiff Vargas will dismiss the *Vargas* PAGA Action, with prejudice.

5 F. Claims Not Released. This release specifically excludes all claims alleged, or that
6 reasonably could have been alleged, based on the facts and claims alleged in the operative complaint
7 in *Manuel Pardo Vargas v. Savage Services Corporation*, LASC Case No. 24STCV06671 removed
8 to the Central District of California, Case No. 2:24-cv-03432. Nothing in this Agreement shall be
9 construed as a waiver or release of Manuel Pardo Vargas's claims in that action. This release also
10 excludes any claims asserted, or that could reasonably have been asserted, based on the facts and
11 allegations set forth in the Complaint of Employment Discrimination filed with the Civil Rights
12 Department, in the case titled *Giovanni Cisneros v. Savage Services Corporation* Act (CRD No.
13 202310-22294712) and/or contemplated by the "Statute of Limitations Tolling Agreement" entered
14 into by and between Defendant and Plaintiff Giovanni Cisneros on September 27, 2024. Nothing in
15 this Agreement shall be construed as a waiver or release of Giovanni Cisneros' claims contemplated
16 in the Civil Rights Department Complaint or in the Parties' September 27, 2024 Tolling Agreement.
17 Such claims, to the extent they are resolved, will be resolved subject to a wholly separate agreement.

18 G. Nullification of Settlement Agreement. In the event: (i) the Court does not grant
19 preliminary or final approve this Settlement Agreement; (ii) the Court does not enter a Final
20 Approval Order and Judgment approving the Settlement; (iii) the Settlement does not become final
21 or Effective; (iv) Defendant is in any way prevented or prohibited from obtaining a complete
22 resolution of the Released Cisneros Class Claims, Released Vargas Class Claims, and Released
23 PAGA Claims, or (v) if Defendant fails to fully fund the Gross Settlement Amount:

24 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
25 and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or
26 with respect to any issue, substantive or procedural;
27
28

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification; and

4. In the event that Defendant fails to fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Class Members and all Claims Administration Expenses incurred to the date of nullification.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Settlement Class for each respective Class Period (Cisneros Class Period and Vargas Class Period) for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Cisneros Class Claims, Released Vargas Class Claims, and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Settlement Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employee Payments described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payments.

J. No Tax Advice. Neither Class Counsel nor Defendant's Counsel intends anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in

1 this Settlement be relied upon as such within the meaning of United States Treasury Department
2 Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiffs, Class Members, and Aggrieved
3 Employees understand and agree that except for Defendant's payment of the employer's portion of
4 any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed
5 on the payments described herein.

6 K. Preliminary Approval Motion. Class Counsel shall draft and file with the Court a
7 motion for order granting preliminary approval ("Motion for Preliminary Approval") within seventy-
8 five (75) days of the execution of Memorandum of Understanding.

9 L. Claims Administrator. The Claims Administrator shall be responsible for:
10 establishing and administering the QSF; establishing, hosting and maintaining a dedicated webpage
11 throughout the administration process with links to pertinent documents, i.e., the Notice Packet, and
12 updates on Settlement; calculating, processing and mailing payments to the Class Representatives,
13 Class Counsel, LWDA, Settlement Class Members, and Aggrieved Employees; formatting, printing
14 and mailing the Notice Packets to the Class Members as directed by the Court; conducting a National
15 Change of Address search to update Class Member addresses before mailing the Notice Packets;
16 receiving and reviewing for validity all objections and requests for exclusion; calculating
17 workweeks, Individual Settlement Payments and Aggrieved Employee Payments, and resolving
18 Workweek Disputes; re-mailing Notice Packets that are returned to the Class Member's new address;
19 setting up, printing, and mailing reminder post cards, as needed; setting up a toll-free telephone
20 number to receive calls from Class Members; hosting a dedicated webpage containing pertinent
21 settlement information throughout the administration process, issuing checks to effectuate the
22 payments due under this Settlement; calculating, deducting and remitting all legally required taxes
23 from Individual Settlement Payments and Aggrieved Employee Payments and distributing tax forms
24 for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement
25 Payments and/or Aggrieved Employee Payment; processing and mailing tax payments to the
26 appropriate state and federal taxing authorities and providing documentation of same to Defendant;
27 providing declaration(s) as necessary in support of preliminary and/or final approval of this
28 Settlement; and other tasks as the Parties mutually agree or the Court orders the Claims Administrator

1 to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of
2 all Claims Administrator responsibilities by among other things, sending a weekly status report to
3 the Parties' counsel stating the date of the mailing, the number of opt outs from the Settlement it
4 receives (including the numbers of valid and deficient), and number of objections received. The
5 Claims Administrator will have the authority to resolve all disputes concerning the calculation of
6 Individual Settlement Payments and Aggrieved Employee Payments, subject to the dollar limitations
7 and calculations set forth in this Agreement. The Claims Administration Expenses, including
8 without limitation the cost of printing and mailing the Notice Packet, will be paid out of the Gross
9 Settlement Amount.

10 M. Notice Procedure.

11 1. Class Data. No later than fifteen (15) days following the Parties' execution of
12 this Agreement, Defendant shall provide the Claims Administrator with the Class Data for purposes
13 of preparing and mailing Notice Packets to the Class Members.

14 2. Notice Packets. The Notice Packet in a form substantially similar to the form
15 attached as **Exhibit A** shall inform Class Members and Aggrieved Employees that they need not do
16 anything in order to receive an Individual Settlement Payment and/or an Aggrieved Employee
17 Payment and of their obligation to keep the Claims Administrator apprised of their current mailing
18 address, to which the Individual Settlement Payments and/or Aggrieved Employee Payment will be
19 mailed following the Funding Date. The Notice Packet shall set forth the release to be given by all
20 members of the Settlement Class who do not request to be excluded from the Settlement Class and
21 the release to be given by Aggrieved Employees regardless of whether they exclude themselves from
22 the Settlement, in exchange for their Individual Settlement Payment and Aggrieved Employee
23 Payment, respectively; the number of Workweeks worked by each Class Member during the Cisneros
24 and/or Vargas Class Periods; and the number of PAGA Periods worked by each Aggrieved
25 Employee during the PAGA Period, if any; and the estimated amount of their Individual Settlement
26 Payment if they do not request to be excluded from the Settlement and the estimated amount of their
27 Aggrieved Employee Payment, if any. The Claims Administrator shall use the Class Data to
28 determine Class Members' Workweeks and PAGA Pay Periods. The Notice Packet will also advise

the Aggrieved Employees that they will release the Released PAGA Claims and will receive their Aggrieved Employee Payment regardless of whether they request to be excluded from the Class. The Notice Packet will be provided in both English and Spanish.

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receipt of the Class Data, the Claims Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Claims Administrator. In addition, if the Notice Packet sent to any Class Member who is currently employed by Defendant is returned to the Claims Administrator as non-delivered and no forwarding address is provided, the Claims Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Claims Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended ten (10) days from the original Response Deadline. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Settlement Class Member and Aggrieved Employee (if applicable) and shall be bound by all terms of the Settlement and the Final Approval Order and Judgment.

1 N. Disputes Regarding Individual Settlement Payments. Class Members will have the
2 opportunity to dispute the number of Workweeks listed on his/her Notice Packet (“Workweek
3 Dispute”). Any such dispute must be mailed to the Claims Administrator by the Response Deadline.
4 The date of the postmark on the mailing envelope will be the exclusive means to determine whether
5 a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and
6 should contain: (i) the Class Member’s full name, signature, address, telephone number, and the last
7 four digits of his or her Social Security number; (ii) the number of Workweeks the Class Member
8 contends is correct; and (iii) any evidence supporting his or her contention. The information
9 identified by Defendant in the Class Data will be presumed to be correct, unless a particular
10 Settlement Class Member proves otherwise to the Claims Administrator by credible evidence. All
11 Workweek Disputes will be resolved and decided by the Claims Administrator and the Claim
12 Administrator’s decision on all Workweek Disputes will be final.

13 O. Disputes Regarding Administration of Settlement. Any dispute not resolved by the
14 Claims Administrator concerning the administration of the Settlement will be resolved by the Court
15 under the laws of the State of California. Before any such involvement of the Court, Class Counsel
16 and Defendant’s Counsel will confer in good faith to resolve the disputes without the necessity of
17 involving the Court.

18 P. Exclusions. The Notice Packet shall state that Class Members who wish to exclude
19 themselves from the Settlement must submit a written request (“Request for Exclusion”) to the
20 Claims Administrator by the Response Deadline. To be valid, the Request for Exclusion must be in
21 writing and must: (i) be signed by the Class Member; (ii) contain the name, address, telephone
22 number, and the last four digits of the Social Security number of the Class Member requesting
23 exclusion; (iii) clearly state the Class Member does not wish to be included in the Settlement; (iv) be
24 returned via mail to the Claims Administrator as specified in the Notice Packet; and (v) be
25 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
27 submitted. Any Class Member who submits a valid Request for Exclusion shall be excluded from
28 the Settlement Class and will not be entitled to an Individual Settlement Payment and will not be

otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a valid Request for Exclusion that is also an Aggrieved Employee will still receive his/her Aggrieved Employee Payment, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid Request for Exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Claims Administrator shall provide counsel for the Parties with a final list of the Class Members who have submitted valid Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

Q. Objections.

1. The Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Claims Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Class Member and state: (1) the case name and number; (2) the name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Class Member intends to appear at the hearing on Plaintiffs’ Motion for Final Approval. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the hearing on Plaintiffs’ Motion for Final Approval with the Court’s permission. Class Members will have a right to appear at the hearing on Plaintiff’s Motion for Final Approval to have their objections heard by the Court regardless of whether they submitted a Notice of Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or appeal from the Final Approval Order and Judgment. Class Members who submit a written Request for Exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

2. A Class Member who does not submit a valid Request for Exclusion and who objects to the Settlement will still be considered a Settlement Class Member. If any Class Member submits a valid Request for Exclusion and also submits an objection to the Settlement or otherwise objects at the hearing on Plaintiffs' Motion for Final Approval, the objection shall nullify the Request for Exclusion and the Class Member will be deemed a Settlement Class Member. In the event of a dispute regarding the validity of any objection to the Settlement, Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach agreement and, if they are unable to do so, the issue shall be submitted to the Court for determination on an expedited basis, through the submission of letter briefs of no more than five pages.

R. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Claims Administrator shall add up the total number of Workweeks for all Cisneros Class Members and Vargas Class Members, respectfully. The respective Workweeks for each Cisneros Class Member and Vargas Class Member will be divided by the total Workweeks for all Cisneros Class Members and Vargas Class Members, respectively, resulting in the Class Payment Ratio for each Cisneros Class Member and Vargas Class Member. The Net Settlement Amount shall be allocated as follows: 50% for the Cisneros Class Members and 50% for the Vargas Class Members. Each Cisneros and Vargas Class Members' Class Payment Ratio will then be multiplied by the 50% allocated amount of the Net Settlement Amount applicable to the Cisneros Class Members and the Vargas Class Members to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Class Payment Ratios.

2. Calculation of Aggrieved Employee Payments. Using the Class Data, the Claims Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved

Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by \$6,250.00 (i.e., 25% of the PAGA Payment that is to be allocated to Aggrieved Employees pursuant to PAGA), to calculate the individual’s Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”), and 80% non-wage income, including penalties and interest (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. No Additional Compensation or Benefits. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee Payments are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs’

1 Service Awards, and that the Settlement Class Members and/or Aggrieved Employees are not entitled
2 to any new or additional compensation or benefits as a result of having received the Individual
3 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

4 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
5 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved
6 Employees' last known mailing address no later than fifteen (15) business days after the Funding
7 Date.

8 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
9 Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of
10 their issuance. If a Settlement Class Member and/or Aggrieved Employees does not cash his or her
11 settlement check within ninety (90) days, the Claims Administrator will send a letter to such persons,
12 advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or
13 Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced.
14 In the event an Individual Settlement Payment and/or Aggrieved Employee Payment has not been
15 cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks,
16 plus any interest accrued thereon, shall be paid to the California State Controller's Unclaimed
17 Property Fund in the name of the Class Member who did not claim the funds.

18 9. Service Award. In addition to the Individual Settlement Payment as a
19 Settlement Class Member and their Aggrieved Employee Payment, Plaintiffs will apply to the Court
20 for an award of not more than \$10,000.00 each, as the Service Award. Defendant will not oppose a
21 Service Award of not more than \$10,000.00 for each Plaintiff. The Claims Administrator shall pay
22 the Service Award, either in the amount stated herein if approved by the Court or some other amount
23 as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than ten (10)
24 business days after the Funding Date. Any portion of the requested Service Award that is not
25 awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be
26 distributed to Settlement Class Members as provided in this Agreement. The Claims Administrator
27 shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Award. Plaintiffs shall be solely
28 and legally responsible to pay any and all applicable taxes on their Service Award and shall hold

harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiffs shall not have the right to object to or revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for Class Counsel Attorneys' Fees Payment not to exceed one-third of the Gross Settlement Amount, currently estimated to be One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$166,666.66), and Class Counsel Litigation Expenses Payment supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Expenses Payment shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Attorneys' Fees Payment and/or Class Counsel Litigation Expenses Payment that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Claims Administrator shall allocate and pay the Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Expenses Payment from the Gross Settlement Amount no later than ten (10) days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Class Counsel Attorneys' Fees Payment and/or Class Counsel Litigation Expenses Payment, Plaintiffs and Class Counsel shall not have the right to object to or revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Claims Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$18,750.00) to the California Labor and Workforce Development Agency no later than the Funding Date (hereinafter

“LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment (\$6,250.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the Aggrieved Employee Payments to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share using the PAGA Payment Ratio as defined above. If the Court approves a PAGA Payment of less than \$25,000, the difference between \$25,000 and the amount approved will be retained in the Net Settlement Amount for distribution to Settlement Class Members. If the Court requires a larger PAGA Payment than \$25,000 then such additional sum will come out of the Net Settlement Amount and will not be grounds to object to or revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

12. Claims Administration Expenses. The Claims Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount, as documented and approved by the Court. The estimate of the Claims Administration Expenses is \$7,990.00. The Claims Administrator shall be paid the Claims Administration Expenses no later than ten (10) days after the Funding Date. To the extent the Claims Administration Expenses that are documented and approved by the Court are less than \$7,990.00, the remainder will be retained in the Net Settlement Amount for distribution to Settlement Class Members.

S. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to obtain a hearing date for Plaintiffs’ Motion for Final Approval when the Court grants preliminary approval of the Settlement and will comply with the Court’s requirements on timely filing a motion for final approval (“Motion for Final Approval”). Unless otherwise ordered by the Court, the Motion for Final Approval will seek determination and approval of the amounts payable for the Service Awards, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Claims Administration Expenses, and provide supporting document and declarations as necessary. Plaintiffs will provide Defendant with a draft of the Points and Authorities in support of their Motion for Final Approval at least three (3) business days prior to filing it to give Defendant an opportunity to propose changes or additions.

1. Declaration by Claims Administrator. No later than seven (7) days after the Response Deadline, the Claims Administrator shall submit a declaration in support of Plaintiffs’

1 Motion for Final Approval of this Settlement detailing the number of Notice Packets mailed and re-
2 mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests
3 for exclusion, the employee number of any Class Members who opt out of the Settlement, the
4 number of objections received, the amount of the average, lowest, and highest Individual Settlement
5 Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Claims
6 Administration Expenses, and any other information as the Parties mutually agree or the Court orders
7 the Claims Administrator to provide.

8 2. Final Approval Order and Judgment. Class Counsel shall present a proposed
9 Final Approval Order to the Court for its approval, and judgment thereon, at the time Class Counsel
10 files the Motion for Final Approval.

11 T. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
12 an opportunity for Counsel for Defendant to review the Motion for Preliminary Approval and Motion
13 for Final Approval, including the Final Approval Order, and Judgment at least three (3) business
14 days in advance of filing with the Court. The Parties and their counsel will cooperate with each other
15 and use their best efforts to affect the Court's approval of the Motion for Preliminary Approval and
16 Motion for Final Approval of the Settlement, and entry of Judgment.

17 U. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts to implement the Settlement.

19 V. Court Filings. The Parties agree not to object to any Court filings consistent with this
20 Agreement.

21 W. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
22 except such proceedings necessary to implement and complete the Settlement, pending the hearing
23 on Plaintiffs' Motion for Final Approval to be conducted by the Court.

24 X. Amendment or Modification. This Agreement may be amended or modified only by
25 a written instrument signed by counsel for all Parties or their successors-in-interest.

26 Y. Entire Agreement. This Agreement and any attached Exhibit constitutes the entire
27 Agreement among these Parties, and no oral or written representations, warranties or inducements
28

1 have been made to any Party concerning this Agreement or its Exhibit other than the representations,
2 warranties and covenants contained and memorialized in this Agreement and its Exhibit.

3 Z. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
4 and represent they are expressly authorized by the Parties whom they represent to negotiate this
5 Agreement and to take all appropriate Action required or permitted to be taken by such Parties
6 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
7 effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant
8 represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant.
9 Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have
10 not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

11 AA. No Public Comment: The Parties and their counsel agree that they will not issue any
12 press releases, initiate any contact with the press, respond to any press inquiry, or have any
13 communication with the press about the fact, amount, or terms of the Settlement Agreement. Class
14 Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or
15 promotional purposes. Nothing herein will restrict Class Counsel from including publicly available
16 information regarding this settlement in future judicial submissions regarding Class Counsel's
17 qualifications and experience. Further, Class Counsel will not include, reference, or use the
18 Settlement Agreement for any marketing or promotional purposes, either before or after the Motion
19 for Preliminary Approval is filed.

20 BB. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the heirs, successors and/or assigns of the Parties, as previously defined.

22 CC. California Law Governs. All terms of this Agreement and the Exhibit and any
23 disputes shall be governed by and interpreted according to the laws of the State of California.

24 DD. Counterparts. This Agreement may be executed in one or more counterparts by
25 facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as
26 an original. All executed counterparts and each of them will be deemed to be one and the same
27 instrument. Any executed counterpart will be admissible in evidence to prove the existence and
28 contents of this Agreement.

1 EE. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this
2 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
4 and potential.

5 FF. Continuing Jurisdiction. The Parties agree that the Court shall retain continuing
6 jurisdiction over this case under California Code of Civil Procedure §664.6 to ensure the continuing
7 implementation of the provisions of this settlement and that the time within which to bring this Action
8 to trial under California Code of Civil Procedure §583.310 shall be extended from the date of the
9 signing of this Agreement by all parties until the entry of the Final Approval Order and Judgment or
10 if not entered, the date of this Agreement shall no longer be of any force or effect.

11 GG. Invalidity of Any Provision. Before declaring any provision of this Agreement
12 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
13 consistent with applicable precedents so as to define all provisions of this Agreement valid and
14 enforceable.

15 HH. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not
16 currently intend to pursue any claims against the Released Parties, including, but not limited to, any
17 and all claims relating to or arising from Plaintiffs' employment with Defendants, regardless of
18 whether Class Counsel is currently aware of any facts or legal theories upon which any claims or
19 causes of action could be brought against Released Parties, including those facts or legal theories
20 alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and
21 agree that this representation is essential to the Agreement and that this Agreement would not have
22 been entered into were it not for this representation.

23 II. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
24 class certification for purposes of this Settlement only.

25 JJ. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
26 Cisneros Released Class Claims, Vargas Released Class Claims, and Released PAGA Claims have
27 merit and give rise to liability on the part of Defendant. Defendant claims that the Cisneros Released
28 Class Claims, Vargas Released Class Claims, and Released PAGA Claims have no merit and do not

1 give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this
2 Agreement and no documents referred to and no action taken to carry out this Agreement may be
3 construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to
4 the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein,
5 each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

6 AGREED AS TO FORM AND CONTENT, BY PLAINTIFFS:

7 DATED: 07/17/2025

 07/17/2025 09:45 PDT

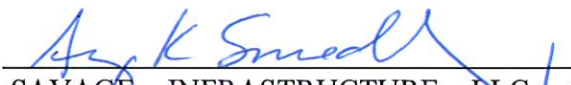
9 GIOVANNI CISNEROS

10 DATED: _____

12 MANUEL VARGAS

14 AGREED AS TO FORM AND CONTENT, BY DEFENDANTS:

16 DATED: 8/7/2025

17 
18 SAVAGE INFRASTRUCTURE LLC, formerly
known as SAVAGE SERVICES CORPORATION

19 Amy K. Smedley

20 Printed Name

21 Exec. Vice President & General Counsel

22 Title

1 give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this
2 Agreement and no documents referred to and no action taken to carry out this Agreement may be
3 construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to
4 the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein,
5 each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

6 AGREED AS TO FORM AND CONTENT, BY PLAINTIFFS:

7 DATED: _____

8
9 GIOVANNI CISNEROS

10 DATED: 07 / 22 / 2025

Manuel Paulo Vargas

11 MANUEL VARGAS

12
13
14 AGREED AS TO FORM AND CONTENT, BY DEFENDANT:

15
16 DATED: _____

17 SAVAGE SERVICES CORPORATION

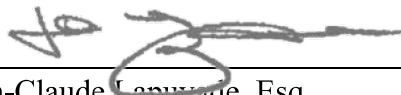
18
19 Printed Name

20
21 Title

1 AGREED AS TO FORM BY COUNSEL:

2
3 DATED: 07/17/2025

JCL LAW FIRM, A.P.C.

4 By:  _____

5 Jean-Claude Lapuyade, Esq.
6 Attorneys for Plaintiffs and the Settlement Class
7 Members

8
9 DATED: 07/17/2025

ZAKAY LAW GROUP, APLC

10 By:  _____

11 Shani O. Zakay, Esq.
12 Attorneys for Plaintiffs and the Settlement Class
13 Members

14 DATED: _____

MAKAREM & ASSOCIATES

15 By: _____

16 Ronald W. Makarem, Esq.
17 Daniel J. Bass, Esq.
18 Attorneys for Plaintiffs and the Settlement Class
19 Members

20 DATED: _____

JACKSON LEWIS, PC

21 By: _____

22 Christian Keeney, Esq.
23 Alis M. Moon, Esq.
24 Attorneys for Defendant

1 AGREED AS TO FORM BY COUNSEL:

2
3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Jean-Claude Lapuyade, Esq.
6 Attorneys for Plaintiffs and the Settlement Class
7 Members

8
9 DATED: _____

ZAKAY LAW GROUP, APLC

10 By: _____

11 Shani O. Zakay, Esq.
12 Attorneys for Plaintiffs and the Settlement Class
13 Members

14 DATED: _____

MAKAREM & ASSOCIATES

15 By: Daniel Bass

16 Ronald W. Makarem, Esq.
17 Daniel J. Bass, Esq.
18 Attorneys for Plaintiffs and the Settlement Class
19 Members

20 DATED: August 8, 2025

JACKSON LEWIS, PC

21 By: 

22 Christian Keeney, Esq.
23 Alis M. Moon, Esq.
24 Attorneys for Defendant

1 DATED: 08/13/2025

MCDERMOTT WILL & EMERY LLP

2
3 By: _____

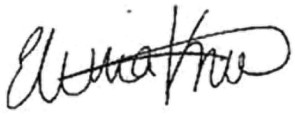

Elvira Kras, Esq.
Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

**(Giovanni Cisneros v. Savage Services Corporation, San Joaquin County Superior Court Case No.
STK-CV-UOE-0002575)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<__>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Claims Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Claims Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed Class and PAGA representative action settlement (the “Settlement”) of the above-referenced lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Giovanni Cisneros (“Plaintiff Cisneros”) and Plaintiff Manuel Vargas (“Plaintiff Vargas”) (hereinafter collectively referred to as “Plaintiffs”) and Defendant Savage Instructure LLC (formerly known as Savage Services Corporation) (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Settlement Notice because you have been identified as a member of either the Cisneros Class or Vargas Class, which are defined as:

Cisneros Class Members:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Cisneros Class Period. The Cisneros Class Period is defined as the period from May 17, 2021, to July 31, 2024 (“Cisneros Class Period”).

Vargas Class Members:

All exempt drivers (who are or previously were employed by Defendant and performed work in California during the Vargas Class Period. The Vargas Class Period is defined as the period from March 16, 2020, to July 31, 2024. (“Vargas Class Period”).

This Settlement Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 22, 2023, Plaintiff Vargas served the LWDA with a PAGA notice and served the same on Defendant.

On March 14, 2023, Plaintiff Cisneros served the LWDA with a PAGA notice and served the same on Defendant.

On March 16, 2023, Plaintiff Cisneros filed a Class Action Complaint against Defendant, in the San Joaquin County Superior Court, Case Number STK-CV-UOE-2023-0002575 (“*Cisneros* Action”). The *Cisneros* Action alleged the following: (1) Unfair Competition in violation of Business and Professions Code § 17200 *et seq* Failure to Pay Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods as Required; (5) Failure to Provide Rest Periods as Required; (6) Failure to Reimburse Employees for Required Expenses; (7) Failure to Provide Wages When Due; and (8) Failure to Provide Accurate Itemized Wage Statements.

On April 28, 2023, Plaintiff Vargas filed a Complaint alleging a single cause of action against Defendant for Violation of the Private Attorneys General Act (Labor Code sections 2698, *et. seq.*) (“Vargas PAGA Action”).

On September 7, 2023, Plaintiff Cisneros filed a First Amended Complaint adding a claim for Violation of the Private Attorneys General Act (Labor Code sections 2698, *et. seq.*).

On [REDACTED], Plaintiff Cisneros amended the *Cisneros* Action to add Plaintiff Vargas and his claims and factual allegations (the “Operative Complaint” or the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by Plaintiffs are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code, the Industrial Welfare Commission Wage Orders, and all applicable law.

On April 2, 2024, the Parties participated in an all-day mediation with Louis, Marlin, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Makarem & Associates, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Claims Administration Expenses, Class Counsel Award, Service Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Claims Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- i. Claims Administration Expenses. Payment to the Claims Administrator, estimated not to exceed \$7,990.00, for expenses incurred in administering the Settlement, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
 - ii. Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$166,666.66) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
 - iii. Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each individual Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Settlement Class Members in initiating and prosecuting the Action.
 - iv. PAGA Payment. A payment of \$25,000.00 for PAGA penalties, \$18,750.00 of which will be paid to the LWDA and the remaining \$6,250.00 (“Individual PAGA Portion”) will be distributed to Aggrieved Employees as described herein.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to the Cisneros Class Members and Vargas Class Members (collectively, “Class Members”) who do **not** request exclusion (“Settlement Class Members”). The Net Settlement Amount shall be allocated as follows: 50% to the Cisneros Class Members and 50% to the Vargas Class Members. The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the respective Workweeks for that Settlement Class Member by the total Workweeks for all Settlement Class Members, in each respective class (Cisneros Class Members and Vargas Class Members), and multiplying that result by each respective Class’s 50% Net Settlement Amount.
 - A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant during the respective Class Period in California and recorded any work performed. The Workweeks will be calculated by the Settlement Administrator based on the Class Data and will be presumed to be correct, unless a particular Class Member proves otherwise to the Claim Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator’s decision on all Workweek disputes will be final.
 - Calculation of Aggrieved Employees Payments to Aggrieved Employees. The Individual PAGA Portion shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of this Settlement. An Aggrieved Employee’s payment from the Individual PAGA Portion (“Aggrieved Employee Payment”) will be calculated by dividing the individual’s respective pay periods worked

during the PAGA Period by the total pay periods for all Aggrieved Employees during the PAGA Period, and multiplying that result by the Individual PAGA Portion. “Aggrieved Employee” means all Class Members who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period is defined as the period from February 22, 2022, to July 31, 2024 (“PAGA Period”).

If the Court grants final approval of the Settlement, you will automatically be mailed a check for your Individual Settlement Payment and Aggrieved Employee Payment (if applicable) to the same address as this Settlement Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Claims Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. 20% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Individual Settlement Payment is allocated to penalties and pre-judgment interests (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for their Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the Aggrieved Employee Payment, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims.

Cisneros Class Members Release: Upon entry of final judgment and funding of the Gross Settlement Amount, Defendant shall be entitled to a release from the Cisneros Class Members of all claims that were alleged, or reasonably could have been alleged based on the facts and claims alleged in the Operative Complaint which occurred during the Cisneros Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Cisneros Class Period

Vargas Class Members: Upon entry of final judgment and funding of the Gross Settlement Amount, Defendant shall be entitled to a release from the Vargas Class Members of all claims that were alleged, or reasonably could have been alleged based on the facts and claims alleged in the Operative Complaint which occurred during the Vargas Class Period, and expressly excluding any and all claims arising from or related to meal breaks, failure to take meal breaks, and/or failure to pay meal premiums in lieu of providing meal breaks, rest breaks, failure to take rest breaks, and/or failure to pay rest premiums in lieu of providing rest breaks, and vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Vargas Class Period.

“Released PAGA Claims” means Upon entry of final judgment and funding of the Gross Settlement Amount, Defendant shall be entitled to a release from the Aggrieved Employees of all PAGA claims that were alleged or reasonably could have been alleged based on the facts and claims alleged in the Operative Complaint and Plaintiffs’ PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant’s records reflect that you have << ____ >> Workweeks worked during the Cisneros Class Period: May 17, 2021 to July 31, 2024.

OR

Defendant’s records reflect that you have << ____ >> Workweeks worked during the Vargas Class Period: March 16, 2020 to July 31, 2024.

Based on this information, your estimated Individual Settlement Payment is << ____ >>.

Defendant’s records reflect that you have << ____ >> pay periods worked during the PAGA Period (February 22, 2022 to July 31, 2024).

Based on this information, your estimated Aggrieved Employee Payment is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Claims Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or ten (10) days from the original response deadline for a re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment and/or Aggrieved Employee Payment (if you qualify) will be mailed automatically to the same address as this Settlement Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the judgment, the Claims Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator’s website at www._____.com.

7. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms,**

except as provided as follows. Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive your Aggrieved Employee Payment (if you qualify).

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Claims Administrator is 18 Technology Drive, Suite 164; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Giovanni Cisneros v. Savage Services Corporation*, currently pending in Superior Court of San Joaquin, Case No. STK-CV-UOE-2023-0002575. The request for exclusion must contain your name, current address, telephone number, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

If you have not opted out and believe the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections may be in writing and state your name, current address, telephone number, signature, and last four digits of your Social Security Number for verification purposes, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Giovanni Cisneros v. Savage Services Corporation, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002575***. Regardless of whether you submit a written objection, you may also appear at the final approval hearing (described in Section 9 below) and object.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Claims Administrator no later than _____. The address for the Claims Administrator is 18 Technology Drive, Suite 164, CA 92618; Tel: 1-800-355-0700.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite
3600 San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Class Counsel:

Ronald W. Makarem, Esq.
Daniel J. Bass, Esq.
Makarem & Associates, APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, CA 90025-1760
Tel: (310) 312-0296
Fax:
Email: bass@law-rm.com

Counsel for Defendant:

Christian Keeney, Esq.
Alis M. Moon, Esq.

Maria Rodriguez, Esq.
Elvira Kras, Esq.

Jackson Lewis, PC
200 Spectrum Center Drive, Suite
500
Irvine, CA 92618
T: 949-885-5259
Christian.Keeney@jacksonlewis.co
m
Alis.Moon@jacksonlewis.com

McDermott Will & Emery LLP
2049 Century Park East, Suite
3200
Los Angeles, CA 90067
mcrodriguez@mwe.com
ekras@mwe.com

9. When and where will the Court decide whether

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Joaquin County Superior Court, Department 10D, located at 180 E. Weber Ave., Stockton, CA 95202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Claims Administrator at _____ or write to ***Giovanni Cisneros v. Savage Services Corporation, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002575***, Claims Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment, or other Settlement documents by visiting the Claims Administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Claims Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Claims Administrator shall pay all funds from such uncashed checks to the State Controller. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.

EXHIBIT B

SEP 24 2025

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jackland K. Hom (State Bar #327243)

jackland@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Perssia Razma (State Bar #351398)

perssia@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for Plaintiffs

GIOVANNI CISNEROS and MANUEL VARGAS

(Additional Counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

GIOVANNI CISNEROS and MANUEL VARGAS, individuals, on behalf of themselves, and on behalf of all persons similarly situated,

Plaintiffs,

v.

SAVAGE INFRASTRUCTURE LLC (formerly known as SAVAGE SERVICES CORPORATION), a Utah corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2023-2575

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT

Date: NOV 06 2025

Time: 9:00AM

Judge: Hon. Barbara Kronlund

Dept.: 10D

DEC 19 2025

Filed

STEPHANIE BOHRER, CLERK

By

DEPUTY

1 **MAKAREM & ASSOCIATES**

2 Ronald W. Makarem, Esq.

3 Daniel J. Bass, Esq.

4 11601 Wilshire Blvd., Suite 2440

5 Los Angeles, CA 90025

6 Telephone : (310) 312-0299

7 Facsimile : (310) 312-0296

8 Attorneys for Plaintiffs

9 GIOVANNI CISNEROS and MANUEL VARGAS

1 This matter having come before the Honorable Judge Barbara Kronlund of the Superior Court of
2 the State of California, in and for the County of San Joaquin, at _____ a.m. on _____,
3 2025, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay
4 Law Group, APLC, and Ronald W. Makarem, Esq. of Makarem & Associates as counsel for Plaintiffs
5 Giovanni Cisneros and Manuel Vargas ("Plaintiffs"), and Vladimir J. Kozina, Esq. and Christian Keeney,
6 Esq. of Jackson Lewis, P.C., appearing for Defendant Savage Infrastructure LLC (formerly known as
7 Savage Services Corporation) (hereinafter "Defendant"). The Court, having carefully considered the
8 briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
9 GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
12 Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of
13 which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement
14 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
15 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00). It appears to the
20 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
21 to all Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.
28

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
3 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
4 that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiffs seek a Class Counsel Fees Payment in the amount of up-to one-third of the Gross
8 Settlement Amount, currently estimated to be 166,666.66, plus reimbursement of actually incurred
9 litigation cost in an amount of up to Thirty Thousand Dollars and Zero Centers (\$30,000.00), and
10 proposed Service Awards to the Class Representatives, Giovanni Cisneros and Manuel Vargas, in an
11 amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to each individually. While
12 these awards appear to be within the range of reasonableness, the Court will not approve the Class
13 Counsel Fees Payment, Class Counsel Litigation Expenses, or the Service Awards until the Final
14 Approval Hearing.

15 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Classes:

- 19 a. The Cisneros Class: All non-exempt employees who are or previously were
20 employed by Defendant and performed work in California during the period from
21 May 17, 2021 to July 31, 2024 (the "Cisneros Class Period").
- 22 b. The Vargas Class: means all exempt drivers who are or previously were employed by
23 Defendant and performed work in California during the period from period defined as
24 March 16, 2020 to July 31, 2024 (the "Vargas Class Period").

25 References to the "Class" herein include members of both the Cisneros Class and the Vargas Class.

26 7. The Court concludes that, for settlement purposes only, the Class, including both the
27 Cisneros Class and Vargas Class, meets the requirements for certification under section 382 of the
28

1 California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder
2 of all members of the Class Members is impracticable; (b) common questions of law and fact
3 predominate, and there is a well-defined community of interest amongst the Class Members with respect
4 to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims
5 of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of
6 the Class Members; (e) a class action is superior to other available methods for the efficient adjudication
7 of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives
8 in their individual capacity and as the representatives of the Class Members.

9 8. The Court provisionally appoints Plaintiffs Giovanni Cisneros and Manuel Vargas as the
10 representatives of the Class.

11 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
12 APC, Shani Zakay, of the Zakay Law Group, APLC, and Ronald W. Makarem, Esq. of Makarem &
13 Associates as Class Counsel for the Class Members.

14 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
15 Class and PAGA Representative Action Settlement and Final Hearing Date ("Class Notice") attached to
16 the Agreement as **Exhibit "A"**. The Court finds that the notice appears to fully and accurately inform
17 the Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
18 including the right of any Class Member to be excluded from the Class by submitting a written request
19 for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court
20 further finds that the distribution of the notices substantially in the manner and form set forth in the
21 Agreement and this Order meets the requirements of due process, is the most reasonable notice under
22 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
23 orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

24 11. The Court hereby appoints Apex Class Action LLC, as the Claims Administrator. Within
25 two (2) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
26 Administrator with the Class Data, including information regarding Class Members that Defendant will
27 in good faith compile from its records, including each Class Member's full name; last known address;
28

1 employee ID number; Social Security Number; his or her number of workweeks worked during each
2 respective Class Period (Cisneros Class Period and Vargas Class Period) as a Cisneros Class Member
3 or Vargas Class Member; and his or her number of pay periods worked during the PAGA Period as an
4 Aggrieved Employee (if applicable). No later than fourteen (14) calendar days after receiving the Class
5 Data from Defendant, the Settlement Administrator shall mail copies of the Notice Packet to all Class
6 Members via regular First-Class U.S. Mail.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
8 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
9 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
10 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
11 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
12 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice,
13 not more than ten (10) days from the original Response Deadline. Any such person who chooses to opt
14 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
15 under the Settlement and will not be bound by the class portion of the Settlement, or have any right to
16 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by
17 all determinations of the Court, the Agreement, and Judgment.

18 13. Any Class Member who has not opted out may appear at the final approval hearing and
19 may object or express the Class Member's views regarding the Settlement and may present evidence and
20 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
21 the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
22 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
23 Settlement Administrator.

24 14. A final approval hearing shall be held before this Court on _____ at
25 _____ AM/PM in Department 10D of the San Joaquin County Superior Court to determine all necessary
26 matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms
27 and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
28

1 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
2 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
3 to the Class; and to finally approve the Class Counsel Fees Payment, Class Counsel Litigation Expenses,
4 Service Awards, and the Claims Administration Expenses. All papers in support of the motion for final
5 approval and the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses and
6 Service Awards shall be filed with the Court and served on all counsel following the expiration of the
7 Response Deadline.

8 15. In the event the Settlement does not become effective in accordance with the terms of the
9 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
10 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
11 and the Parties shall revert to their respective positions as of before entering into the Agreement. In such
12 an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall
13 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the
14 terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not
15 approved.

16 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
17 and all dates provided for in the Agreement without further notice to Class Members and retains
18 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

19
20
21
22 Dated:

12/19/25

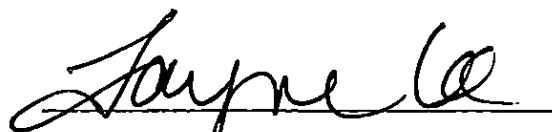

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

Liana Rios

From: no-reply@formassembly.com
Sent: Tuesday, September 23, 2025 12:22 PM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

09/23/2025 12:21:36 PM

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

Item submitted: Proposed Settlement

On 09/23/2025 12:21:36 PM your Proposed Settlement was successfully processed for case number LWDA-CM-941973-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C4f18f2617f734e7b1d5708ddfad67b5d%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638942521290683954%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWVpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=ce4pL8usrgvJXt1cVjJJYt3k5aC2gzWlnSqe9GrTbLI%3D&reserved=0

EXHIBIT D

EXHIBIT E

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

///

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

///

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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