

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Juliann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
juliann@zakaylaw.com

Attorneys for Plaintiff, GABRIEL GUZMAN JR.,
individually and on behalf of other individuals
similarly situated.

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

GABRIEL GUZMAN JR., an individual, on his
own behalf and on behalf of all others similarly
situated,

Plaintiff,

v.

VULCAN MATERIALS COMPANY, a New
Jersey corporation; CALMAT Co., a Delaware
Corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2021-00024583-CU-OE-CTL

CLASS ACTION

**DECLARATION OF MARCUS J.
BRADLEY**

Date: May 19, 2023
Time: 1:30 p.m.

Judge: Hon. Katherine Bacal
Department: C-69

DECLARATION OF MARCUS J. BRADLEY

I, Marcus J. Bradley, hereby declare as follows:

1. I am an attorney at Bradley/Grombacher, LLP, counsel of record for Plaintiff, James Sancho (“Plaintiff”) in the above-captioned case. I am submitting this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ requests for reasonable attorneys’ fees and costs and for a service award. I am familiar with the file, the documents, and the history related to this case. The following statements are based on my personal knowledge and review of the files. If called on to do so, I could and would testify competently thereto.

CONTENTS AND STRUCTURE OF THIS DECLARATION

2. This declaration is organized into several parts.

3. In the first part, I provide a summary of the total lodestar of Plaintiff Sancho's Counsel in this case and the total out-of-pocket costs incurred. I then go on to provide a summary of our experience and expertise in wage and hour class actions. I also provide a discussion of our billing rates showing that they are within the market range of hourly rates charged by attorneys of comparable skill and experience, working on similar matters. I then provide a summary breakdown of the lodestar by individual biller.

4. Next, I discuss the very real and practical need for law firms, such as ours, to receive their full lodestar and an appropriate multiplier in cases such as this. I further discuss the value of the proposed Class Action Settlement Agreement (“Settlement Agreement”), and the risks and uncertainties confronting the Plaintiffs and us in achieving the Settlement.

5. I then provide documentation to account for the out-of-pocket costs we incurred in this case.

6. Next, I provide a summary of the contributions of Mr. Sancho in support of the service award he is seeking.

7. Finally, I propose a date for the Court to hold a compliance hearing.

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1 firm of Marlin & Saltzman, a long-established firm with whom I had been co-counsel on dozens of
2 wage and hour class actions during my tenure at Schwartz, Daniels & Bradley. On September 1, 2016,
3 I formed Bradley/Grombacher LLP along with a former associate at Marlin & Saltzman, Kiley
4 Grombacher.

5 14. I have been responsible for all facets of class action employment and other complex
6 litigation, from pre-filing investigation through trial and appeal. Since approximately May 2000, I
7 have spent most of my time representing workers in wage and hour matters. I, along with my current
8 and former partners, have litigated these issues in class actions to favorable settlements that have
9 recouped over \$800,000,000.00 in unpaid wages, including the following more notable cases:

10 a. *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class action
11 mis-classification case seeking overtime compensation for approximately 2,600 insurance
12 claims adjusters employed by State Farm. The class was certified and summary adjudication
13 was granted as to liability in favor of the class. The case settled for \$135 million just prior to
14 trial, with final approval granted with no objections filed.

15 b. *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813).
16 Class action mis-classification case seeking overtime compensation for approximately 1,200
17 insurance claims adjusters employed by Allstate. The class was certified and summary
18 adjudication was granted as to liability in favor of the class. The case settled for \$120 million
19 just prior to trial, with final approval granted with no objections filed.

20 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).
21 Class action mis-classification case seeking overtime compensation for insurance claims
22 adjusters employed by Coast National Insurance. Certification granted, and then the matter
23 was tried before a binding arbitrator. The case settled during the arbitration for an excess of
24 \$18 million.

25 d. *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230). Class
26 action mis-classification case seeking overtime compensation for insurance claims adjusters
27 employed by Defendant. Case settled for \$33 million, with final approval granted with no
28 objections filed.

1 e. *Dotson v. Royal Sun Alliance*, Orange County Superior Court (02CC01787). Class
2 action mis-classification case seeking overtime compensation for insurance claims adjusters
3 employed by Royal Sun Alliance. Case settled for \$12.3 million, with final approval granted
4 with no objections filed.

5 f. *Parris v. Lowe's Home Improvement*, Los Angeles County Superior Court
6 (BC260702). Class action seeking payment of "off-the-clock" hours worked by all hourly
7 employees of Lowe's Home Improvement stores in the State of California. The class was
8 certified by the Court of Appeal and remanded to the trial court for further proceedings. Shortly
9 thereafter, a \$29.5 million settlement was reached and approved without objection.

10 g. *Pardo v. Toyota Motor Sales, et al.* Los Angeles County Superior Court (BC372781).
11 Class action mis-classification of workers with claims for overtime and missed meal and rest
12 breaks. The case settled for \$7.75 million and was approved with no objections.

13 h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the Northern
14 District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action seeking
15 unpaid vacation and personal time, unpaid wages, and related penalties on behalf of over
16 245,000 employees. The action was certified and settled for \$86 million while Defendant's
17 appeal of the certification was pending in the Ninth Circuit Court of Appeals.

18 i. *Hoyng v. AON*, Los Angeles County Superior Court (BC377184). Wage and hour class
19 action seeking overtime and related compensation for mis-classification on behalf of
20 Relationship and Account Specialists. The case settled for \$10.5 million which was approved
21 with no objections filed.

22 j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL 2138,
23 United States District Court for the District of Kansas. California state and FLSA wage and
24 hour litigation for various violations including unpaid overtime and "off-the-clock" work.
25 Settled for \$73 million.

26 k. *Lemus v. H & R Block Litigation*, United States District Court for the Northern District
27 of California (Case No. 3:09-cv-03179-SI) Class certified, and settlement reached prior to trial.
28 Total settlement of \$35 million.

1 1. *Harris v. Vector Marketing Corporation*, United States District Court for the Northern
2 District of California (Case No. 3:08-cv-05198-EMC). Class action case on behalf of
3 approximately 70,000 employees misclassified as “trainees.”

4 m. *Bickley v. Schneider National Trucking*, United States District Court for the Northern
5 District of California (Case No. 4:08-cv-05806-JSW). Wage and hour class action on behalf
6 of approximately 6,000 truck drivers. Settled for \$29.5million.

7 n. *Roberts v. TJX*, United States District Court for the Northern District of California
8 (Case No. 13-CV-04731-MEJ). Wage and hour violations on behalf of approximately 82,000
9 employees. Settled for \$8.5 million.

10 o. *Opyrchal v. New York Life Insurance*, United States District Court for the Central
11 District of California (Case No. 2:07-cv-00518-VBF). Class action for the failure to pay
12 commissions pursuant to a compensation plan. Settled for \$10 million.

13 p. *Neuvenheim v. Gamestop Corp.*, United States District Court for the Central District of
14 California (Case No. 2:09-cv-06799-ODW). Class action on behalf of nonexempt employees
15 for wage and hour violations.

16 q. *Hightower v. JP Morgan Chase*, United States District Court for the Central District of
17 California (Case No. 2:11-cv-01802-PSG). Class action on behalf of nonexempt employees
18 for wage and hour violations. Settled for \$12 million.

19 15. On many of the above cases, I was either lead or co-lead counsel including cases in
20 multi-district litigation or coordinated proceedings where I worked collaboratively and cooperatively
21 with co-counsel to bring about an efficient and beneficial resolution for all class members as the above
22 results demonstrate.

23 16. I have argued cases in trial courts as well as before courts of appeal. My writings on
24 legal topics pertaining to litigating wage and hour class and representative actions have appeared in
25 professional publications and I have been called upon to speak at conferences and seminars for
26 professional organizations, including a recent presentation titled “Planning for and Executing Trial in
27 Class and Collective Wage & Hour Cases.”

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1 17. I have also been honored as a Super Lawyer in the area of class actions by Los Angeles
2 Magazine for multiple years including 2022. I am also a member of a number of professional
3 organizations, including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of
4 California, the California Employment Lawyers Association, and the American Association for
5 Justice. My 2022 billing rate is \$950 an hour.

6 18. Lirit King is a fourteenth-year associate at Bradley Grombacher who also worked on
7 this case. Ms. King earned her J.D. from Southwestern University. Ms. King focuses her practice on
8 employment law. Before joining Bradley Grombacher, Ms. King worked at a national law firm as a
9 staff attorney. Ms. King has also worked at plaintiff employment law firms specializing in
10 discrimination, wage and hour, and ERISA violations, acting as associate counsel and as a second
11 chair trial attorney in numerous successful lawsuits.

12 **COUNSEL’S BILLING RATES ARE BASED ON THE PREVAILING MARKET RATES**
13 **AND HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**

14 19. This portion of my declaration documents the reasonableness of the billing rates
15 charged by my firm in this case.

16 20. Our lodestar for this case is based on our law firm’s billing rates for the second half of
17 2022. We set the billing rates of our attorneys and paralegals/law clerks through a process of continual
18 monitoring of prevailing market rates charged by both defense and plaintiffs’ law firms, for individuals
19 with similar levels of skill and experience who are doing comparable work as our attorneys and staff.
20 We gather this information from surveys, the review of other fee applications, and conversations with
21 attorneys in the relevant billing market. We set the billing rates for our firm to be consistent with the
22 prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications
23 and experience.

24 21. Federal and state courts in California have consistently approved the rates charged by
25 Bradley Grombacher LLP. *See, e.g., Hector Avina v. Shultz Steel Company* (Los Angeles County
26 Super. Ct. August 4, 2022) Case No. 20STCV18569 (approving 2021 rates); *Garcia v. XPO Logistics*
27 *Freight, Inc.*, (San Bernardino County Super. Ct. April 19, 2021) Case No. CIVDS2015538
28 (approving 2020 rates); *Smith v. Hoag Memorial Hospital* (Orange County Super. Ct. Mar. 6, 2020)

Case No. 30-2017-00952013 (approving 2019 rates); *Haro v. Laboratory Corp. of America*, (C.D. Cal. Nov. 18, 2020) Case No. 2:18-cv-09091-AB-RAO (approving 2019 rates); *Maldonado v. Dayton Superior Corp.* (Riverside County Super Ct. September 10, 2019) Case No. RIC1615240 (approving 2018 rates). Over the years, there are many other decisions approving our attorneys' billing rates using either a lodestar-multiplier approach and/or a percentage of the recovery approach with a lodestar-multiplier cross-check.

BILLING PRACTICES AND LODESTAR

22. We utilize billing software which records time in tenth-of-an-hour increments and train the lawyers and staff at Bradley Grombacher LLP do so as contemporaneously as possible with the expenditure of the time.

23. The following chart provides a summary of the billing rates and hours worked by the attorneys at our firm through April 27, 2023:

Name and Title of Professional	Bar Admission Date	Hours	Rate (2022)	Lodestar
Partners				
Marcus Bradley	1994	86.10	\$950	\$81,795
Associates				
Lirit King	2007	77.60	\$775	\$60,140
Law Clerk				
Fernando Valle, Jr. ⁴	N/A	16.40	\$350	\$5,740
TOTAL HOURS AND LODESTAR FOR BRADLEY GROMBACHER		180.10		\$147,675

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⁴ Fernando Valle, Jr. was admitted to the New York State Bar on April 6, 2023.

CONTINGENT RISK

24. Bradley Grombacher LLP takes its cases on a contingent fee basis. We rely on awards for attorneys' fees and costs to continue our work for the enforcement of labor standards. Indeed, we did not charge the Plaintiff Sancho or class members any fees or costs to litigate and bring this case to a successful conclusion. In addition, as referenced above, our offices have to date incurred \$11,752.35 in out-of-pocket costs and litigation expenses, which we have not yet recouped. During the course of this litigation, we also had to forego requests by other prospective clients to bring other cases with merit to ensure that we could continue to adequately and successfully represent the Plaintiffs and the Class in this matter.

25. Like some other important and complex employment class actions, this case carried a risk of no recovery at all for either the class or the attorneys representing them. When we do succeed in vindicating statutory and employment rights on behalf a class of employees, such as in this case, our firm depends upon the recovery of our full lodestar plus an appropriate multiplier. Otherwise, we could not continue to represent employees who are denied wages, but whose cases may be time-consuming and difficult to prove.

26. As discussed in Plaintiffs' Motion for Preliminary Approval, the road to success in this case was far from certain. While we remained confident in, and committed to, the merits of the case throughout the litigation and settlement process, we also were realistic regarding the risks at each stage going forward. First, the parties would have engaged in a lengthy and complex motion practice. This would have included the risks of having class certification denied in whole or in part.

27. Assuming success on class certification, there would be further motion practice, including motions for summary judgment and a possible motion for decertification. In addition, assuming Plaintiffs prevailed on liability as to one or more of their claims, the measure of damages still would have been hotly contested and presented further risk.

28. Furthermore, one or more appeals would be likely given the nature of this case's quantity of disputed issues. Assuming we prevailed on class certification and liability, Defendants might appeal any number of determinations regarding class action status, liability, evidentiary rulings, and damages, causing potentially years of further delay.

29. Our risks in this case were further compounded by the vigorous and skillful manner in which defense counsel represented their clients. Defendants and their counsel also negotiated hard throughout the lengthy mediation process. All this contributed to our risk of recovering nothing or close to nothing for our commitment and investment into the case. Given these uncertainties, we undertook significant risk to finally resolve the case for the value ultimately secured.

30. In sum, the result after trial and appeals was highly uncertain, except for the fact that it would potentially mean years of delay. In the face of this uncertainty, we remained committed to the cause and ultimately secured a strong class action settlement for the class.

COSTS

31. Plaintiff Sancho has incurred costs of suit of approximately \$11,752.35 as of April 27, 2023. **Exhibit 1** is a ledger identifying each individual charge incurred by our firm in this action. The date corresponding to each individual charge may reflect the date the charge was entered into our accounting system, rather than the date when the charge occurred.

32. The expenses incurred by our firm consist of: (1) filing fees, court fees, and service of process; (2) mediation fees; and (3) expert costs. We do not bill for mail, copies and postage.

33. The charges correspond to the actual costs incurred in this case, rather than a pro-rata or other share of our firm's generalized costs.

34. These expenses were necessary to the prosecution and successful resolution of the case.

PROPOSED SERVICE AWARD

35. Plaintiff James Sancho devoted his time and provided an invaluable service to the prosecution of this case. He worked with us regularly, providing important information, documents, and insight regarding Defendant's policies and practices. He also sat for a full day deposition and was actively involved in discussions regarding the resolution of this matter and approved the settlement terms on behalf of himself and the class.

36. Mr. Sancho is committed to be a named representative, even though he faced the risk that bringing his case could potentially hurt his future employment possibilities and that Defendants may seek to recover their costs against him if this case was unsuccessful.

37. Mr. Sancho has submitted a declaration attesting to his service in support of Plaintiffs’

1 Motion for Final Approval. He has also submitted a declaration in support of preliminary approval.

2 38. In light of Mr. Sancho's specific efforts and the favorable impact on the litigation that
3 resulted from those efforts, we are proposing a \$10,000 service award for him. We believe that the
4 service award to Mr. Sancho fairly reflects the time, risks and contributions he made to achieve this
5 settlement on behalf of the class.

6 **COMPLIANCE HEARING**

7 39. We propose that a compliance hearing being held not less than 270 days from the date
8 of final approval on or around February 16, 2024 at 1:30 pm., to report to the Court on the distributions
9 to Class Members and Aggrieved Employees, the LWDA, Class Counsel, the Named Plaintiffs, and
10 performance by the Settlement Administrator of other duties incumbent on it under the Settlement
11 Agreement and Order of this Court.

12 **EXHIBITS**

13 40. Attached as Exhibit 1 to this Declaration is a true and correct copy of a cost bill for the
14 various costs that Bradley Grombacher LLP has incurred in this case, which we ran on April 27, 2023,
15 based on our firm's accounting records.

16 41. Attached as Exhibit 2 to this Declaration is a true and correct copy of the Time and
17 Billing report for the attorneys and staff at Bradley Grombacher LLP as of April 27, 2023.

18 42. Attached as Exhibit 3 to this Declaration is a true and correct copy of the fully executed
19 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct and based on my personal knowledge.

22 Executed on April 27, 2023, in Westlake Village, California.

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Marcus J. Bradley

Exhibit 1

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Sancho V. Vulcan Materials-20200206

Date	Transact ion Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
05/31/2020	Bill	19008618	No	FIRST LEGAL NETWORK	Vulcan Materials - 20200206	ADVANCED COSTS:Filing Fees	Accounts Payable	71.00		71.00
05/31/2020	Bill	19008610	No	FIRST LEGAL NETWORK	Vulcan Materials - 20200206	ADVANCED COSTS:Filing Fees	Accounts Payable	1,610.50		1,681.50
06/02/2020	Check	1349	No	LWDA	Vulcan 20200206 LWDA-CM-87380-20	ADVANCED COSTS:Filing Fees	BANK:CityBank OP (3424)	75.00		1,756.50
06/18/2020	Expense		No	COMMERCIAL PROCESS	Vulcan Materials- 20200206	ADVANCED COSTS:Court Costs	AMEX:CC - 4010(KG)	13.55		1,770.05
04/07/2021	Expense		No	HUSEBY LLC CHARLOTTE	deposition transcript in Sancho v. Vulcan 20200206	ADVANCED COSTS:Other Professional Services	AMEX:CC - 4010(KG)	982.30		2,752.35
05/22/2021	Expense	3924	No	Steven J Rottman, PC	Mediation - 21-0628 - Sancho v. Vulcan Materials Company	ADVANCED COSTS:Mediation Costs	BANK:CityBank OP (3424)	9,000.00		11,752.35
Total for Sancho V. Vulcan Materials-20200206								\$ 11,752.35		
TOTAL								\$ 11,752.35		\$ 11,752.35

Thursday, Apr 27, 2023 03:06:07 PM GMT-7 - Accrual Basis

Exhibit 2

BillingDate	Raw CaseName	PCLawUserId	Hours	TotalAmount	Explanation
	Vulcan				
12/9/2019	Materials	Lirit King	2.6	\$2,015.00	Review of file, intake interview with client.
	Vulcan				Email and phone call with attorney Jonathan Melmed (JM) re potential case; Review intake; search
12/12/2019	Materials	Marcus J. Bradley	1	\$950.00	dockets for existing cases; followup phone call with JM re same;
	Vulcan				
12/14/2019	Materials	Marcus J. Bradley	1.2	\$1,140.00	Lengthy phone call with James Sancho re potential case and claims; Email and call with JM re same;
	Vulcan				Email exchange with RJ re deposition dates and mediation; discuss dates with Plaintiff; Email exchange
1/5/2020	Materials	Marcus J. Bradley	0.8	\$760.00	with defense counsel Veronica Torrejon (VT) re draft Joint Mid-Discovery Status Conference Report;
	Vulcan				Further email exchange re Joint Mid-Discovery Status Conference Report; Revise same; Call with VT re
1/7/2020	Materials	Marcus J. Bradley	0.6	\$570.00	same;
	Vulcan				
2/6/2020	Materials	Marcus J. Bradley	0.5	\$475.00	Discussion with Plaintiff re retainer and scope of representation;
	Vulcan				
3/12/2020	Materials	Lirit King	1.3	\$1,007.50	Review documents from client, phone call with client.
	Vulcan				
5/5/2020	Materials	Lirit King	4.6	\$3,565.00	Draft Vulcan complaint and PAGA letter.
	Vulcan				Review Plaintiff's extensive personnel file in preparation for drafting complaint; Review case law to
5/16/2020	Materials	Marcus J. Bradley	4.5	\$4,275.00	determine what causes of action to include in the complaint; Lengthy conversation with Plaintiff re
	Vulcan				potential claims; Commence drafting complaint;
	Vulcan				
5/18/2020	Materials	Marcus J. Bradley	2.4	\$2,280.00	Finalize complaint and preparation for filing in Kern County;
	Vulcan				
5/18/2020	Materials	Lirit King	1.2	\$930.00	Review and finalize complaint, PAGA letter for partner MJB review.
	Vulcan				
6/29/2020	Materials	Marcus J. Bradley	0.5	\$475.00	Review email from Defense Counsel advising us of their representation of defendant; Research firm re
	Vulcan				wage and hour cases;
	Vulcan				
6/29/2020	Materials	Marcus J. Bradley	2.3	\$2,185.00	Review Removal to CAED and all supporting documents and declarations; Research Magistrate Thurston
	Vulcan				and her standing Orders; Discuss with Plaintiff;
	Vulcan				
6/29/2020	Materials	Lirit King	0.8	\$620.00	Email correspondence with partner MJB regarding claims, meet and confer conversation with opposing
	Vulcan				counsel.
	Vulcan				
8/1/2020	Materials	Marcus J. Bradley	0.2	\$190.00	Review Certificate of Service and Notice of Scheduling Order;

8/24/2020	Vulcan Materials	Marcus J. Bradley	0.4	\$380.00	Review email from Defense Counsel re Plaintiff's deposition and Rule 26(f) conference; Discuss with Plaintiff; Email exchange with Defense Counsel re same;
8/25/2020	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Email exchange with Defense Counsel re Rule 26 and Plaintiff's deposition; Schedule phone conference with Defense Counsel re Same;
8/30/2020	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Multiple email exchange with defense counsel re scheduling and depositions; Discuss with Plaintiff re availability;
8/31/2020	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	Additional email exchange with defense counsel re scheduling and depositions; Discuss with Plaintiff re additional availability due to conflict on prior dates;
9/2/2020	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	Email exchange with Defense Counsel re teleconference availability;
9/2/2020	Vulcan Materials	Lirit King	1.2	\$930.00	Meet and confer with Vulcan counsel re: depsoition dates, Rule 26 conference.
9/2/2020	Vulcan Materials	Lirit King	1.7	\$1,317.50	Draft rule 26 report for defense counsel review
9/4/2020	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	email exchange with defense counsel re Plaintiff's deposition and course of litigation in general;
9/8/2020	Vulcan Materials	Marcus J. Bradley	0.4	\$380.00	multiple and lengthy email exchange with defense counsel re plaintiff deposition and possible mediation thereafter;
9/11/2020	Vulcan Materials	Marcus J. Bradley	0.1	\$95.00	email exchange with defense counsel re meeting and conferring;
9/15/2020	Vulcan Materials	Marcus J. Bradley	0.6	\$570.00	email exchange with defense counsel re joint scheduling report; review report; discuss with LK;
9/15/2020	Vulcan Materials	Lirit King	0.9	\$697.50	Revisions to Rule 26 statement, email correspondence with opposing counsel
9/15/2020	Vulcan Materials	Lirit King	2.2	\$1,705.00	Draft stipulation re: FAC amendment of complaint to add PAGA cause of action, draft FAC
9/15/2020	Vulcan Materials	Lirit King	0.8	\$620.00	Email correspondence with staff regarding calendaring of lawsuit dates
9/17/2020	Vulcan Materials	Marcus J. Bradley	0.7	\$665.00	Review scheduling order from Judge Thurston; discuss order with LK re Class Certification motion dates and discovery needed to draft;
9/22/2020	Vulcan Materials	Marcus J. Bradley	1.2	\$1,140.00	Review FAC and stipluation for leave to amend; revise both documents; discuss revisions with LK;

9/22/2020	Vulcan Materials	Lirit King	0.3	\$232.50	Email thread with opposing counsel re: amending complaint, stipulation
9/24/2020	Vulcan Materials	Marcus J. Bradley	0.5	\$475.00	Email and discussion with LK re consent to Magistrate; Prepare consent;
9/24/2020	Vulcan Materials	Lirit King	0.3	\$232.50	Email correspondence with staff re: magistrate consent.
10/10/2020	Vulcan Materials	Lirit King	0.4	\$310.00	Email correspondence with partner and opposing counsel regarding amendment of complaint.
10/21/2020	Vulcan Materials	Marcus J. Bradley	1.5	\$1,425.00	statute of limitations; research issue; Call with RJ re same; discuss with LK; additional email exchange with RJ re mediation;
10/21/2020	Vulcan Materials	Lirit King	0.6	\$465.00	Meet and confer phone call with opposing counsel
10/22/2020	Vulcan Materials	Marcus J. Bradley	1	\$950.00	Review defendant's initial disclosures; Review Plaintiffs personnel file to determine issues related to items in initial disclosure;
10/22/2020	Vulcan Materials	Lirit King	0.6	\$465.00	Draft initial disclosures, email correspondence with OC
10/26/2020	Vulcan Materials	Lirit King	0.6	\$465.00	Revise stipulation, email correspondence with opposing counsel re: stipulation, finalize stipulation.
10/27/2020	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Review draft (proposed) order granting stipulation to file first amended complaint
11/17/2020	Vulcan Materials	Marcus J. Bradley	0.7	\$665.00	Plaintiff James Sancho; and Defendant Vulcan Materials Company's First Set of Special Interrogatories to Plaintiff James Sancho. Discuss with Plaintiff;
12/17/2020	Vulcan Materials	Lirit King	0.3	\$232.50	email correspondence with defense counsel.
12/30/2020	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Email exchange with defense counsel re dates for Plaintiff's deposition; Discuss dates;
1/5/2021	Vulcan Materials	Lirit King	0.6	\$465.00	Draft joint discovery report
1/5/2021	Vulcan Materials	Lirit King	0.4	\$310.00	Email correspondence with partner MJB re: defending deposition
1/8/2021	Vulcan Materials	Marcus J. Bradley	0.7	\$665.00	Review Court's Minute Order; Discuss ramifications of same with LK; Review Court's standing Order re continuances;

1/11/2021	Vulcan Materials	Marcus J. Bradley	1.3	\$1,235.00	Multiple email exchange with RJ re mediation dates and selection of mediator; Contact mediators re availability; Report back to RJ; Review Deposition Notice for Plaintiff; Discuss same with Plaintiff;
1/11/2021	Vulcan Materials	Lirit King	1.3	\$1,007.50	Telephonic meeting with client regarding discovery.
1/14/2021	Vulcan Materials	Lirit King	4.9	\$3,797.50	Draft preliminary responses to Defendant's discovery requests.
1/15/2021	Vulcan Materials	Lirit King	1.9	\$1,472.50	Draft and revise Plaintiff's responses to written discovery.
1/15/2021	Vulcan Materials	Marcus J. Bradley	0.6	\$570.00	Review and Revise draft Request for Production of Documents and Special Interrogatories to Defendant;
1/20/2021	Vulcan Materials	Lirit King	0.9	\$697.50	Finalization of written discovery responses to defendant.
1/20/2021	Vulcan Materials	Lirit King	0.6	\$465.00	Review of documents to produce in response to Defendant's request for production.
1/29/2021	Vulcan Materials	Marcus J. Bradley	0.5	\$475.00	Email exchange re Plaintiff's deposition and predeposition meeting; Discuss with LK and staff;
1/29/2021	Vulcan Materials	Lirit King	0.4	\$310.00	Email correspondence with staff and partner (MJB) regarding deposition of plaintiff
2/3/2021	Vulcan Materials	Lirit King	3.9	\$3,022.50	Prepare client for deposition, meet via zoom, review file.
2/4/2021	Vulcan Materials	Lirit King	7.8	\$6,045.00	Defend plaintiff at deposition, meet with client prior to and after deposition (client at office).
2/19/2021	Vulcan Materials	Lirit King	0.7	\$542.50	Email correspondence with MJB re: deposition and case status.
2/23/2021	Vulcan Materials	Lirit King	1.2	\$930.00	Meet and confer with opposing counsel regarding continuance of Class deadline
2/24/2021	Vulcan Materials	Marcus J. Bradley	2.8	\$2,660.00	Review Plaintiff's deposition transcript; Summarize same; Discuss with LK;
2/24/2021	Vulcan Materials	Marcus J. Bradley	0.8	\$760.00	Lengthy conversation with LK re continuance to motion for class certification;
2/24/2021	Vulcan Materials	Marcus J. Bradley	1.4	\$1,330.00	Review joint scheduling report and joint scheduling Order; Discuss with LK: Review similar ex parte applications in CAED to continue certification dates;

	Vulcan				Meet with partner regarding motion for certification, draft motion for continuance of filing for motion for
2/25/2021	Materials	Lirit King	8.6	\$6,665.00	certification, draft declaration to motion in support of continuance, final revisions.
	Vulcan				Review and Revise MJB declaration in support of ex parte application to continue certification dates, ex
2/25/2021	Materials	Marcus J. Bradley	1.8	\$1,710.00	parte application, Order; Discuss with LK;
	Vulcan				Email exchange with RJ re calendaring, ex parte and class certification dates; Further discussion with LK
2/25/2021	Materials	Marcus J. Bradley	1	\$950.00	re same; Lengthy call with RJ re ex parte and dates;
	Vulcan				
2/26/2021	Materials	Marcus J. Bradley	1.3	\$1,235.00	Review and final discovery to Defendant; Review and revise the motion for relief from scheduling order; ;
	Vulcan				
3/1/2021	Materials	Marcus J. Bradley	0.3	\$285.00	email discussion re dates for PMK deposition; Discuss with LK;
	Vulcan				
3/8/2021	Materials	Marcus J. Bradley	0.3	\$285.00	email exchange re PMK deposition and mediation dates;
	Vulcan				(Attachments: # (1) Declaration of Veronica Torrejon ISO Opposition to Motion, # (2) Exhibit A to
3/12/2021	Materials	Marcus J. Bradley	1.5	\$1,425.00	Declaration of Veronica Torrejon ISO Opposition to Motion, # (3) Exhibit
	Vulcan				
3/19/2021	Materials	Lirit King	4.8	\$3,720.00	Draft reply in support of reply to motion for continuance of deadline to file motion for certification
	Vulcan				
3/19/2021	Materials	Marcus J. Bradley	1.4	\$1,330.00	Review and revise Reply ISO Motion to Grant Relief; Discuss with LK
	Vulcan				
3/19/2021	Materials	Lirit King	1.9	\$1,472.50	Finalize reply to motion for continuance of class certification deadline
	Vulcan				Review Order Denying Motion to Grant Relief from Scheduling Order; Multiple email exchange re
3/24/2021	Materials	Marcus J. Bradley	1	\$950.00	Order; Lengthy discussion with LK; Review writ options;
	Vulcan				
4/6/2021	Materials	Marcus J. Bradley	0.6	\$570.00	Review Defendant's Responses and Objections to Plaintiff's RFPs and Interrogatories
	Vulcan				Email exchange and phone call with RJ re status of case; Email exchange with VT re mediation; email
4/14/2021	Materials	Marcus J. Bradley	0.7	\$665.00	exchange with mediator's office;
	Vulcan				Follow up discussion with RJ re status of case and mediation; Discussion re remand; Email exchange re
4/16/2021	Materials	Marcus J. Bradley	0.6	\$570.00	same;
	Vulcan				
5/10/2021	Materials	Lirit King	1.2	\$930.00	Review of file, discovery in anticipation of call with defense counsel.
	Vulcan				Participate in phone call with defense counsel regarding protective order and mediation, discuss possible
5/10/2021	Materials	Lirit King	0.5	\$387.50	MSJ.
	Vulcan				responsibilities of Plaintiff re PAGA and Huff v Securitas claim; review LR 141 related to sealing of
5/18/2021	Materials	Marcus J. Bradley	1.3	\$1,235.00	documents;
	Vulcan				
5/19/2021	Materials	Lirit King	1.2	\$930.00	Review of protective order, finalize and file.

5/19/2021	Vulcan Materials	Lirit King	4.2	\$3,255.00	Draft protective order, correspondence with OC, revise protective order.
5/21/2021	Vulcan Materials	Marcus J. Bradley	1.1	\$1,045.00	email exchange with defense counsel and mediator's office re status of mediation; Make arrangements for wire transfer to mediator; call with mediator's office re same; discussion with RJ re same;
6/1/2021	Vulcan Materials	Marcus J. Bradley	0.6	\$570.00	Email exchange with RJ re call to discuss case; review schedule re same; Lengthy telephone call with RJ re case and status of mediation;
7/7/2021	Vulcan Materials	Lirit King	1.3	\$1,007.50	Draft OSC re: status
8/2/2021	Vulcan Materials	Lirit King	4.7	\$3,642.50	Draft motion to remand, draft proposed order.
9/22/2021	Vulcan Materials	Lirit King	1.6	\$1,240.00	Finalize motion to remand, draft proposed order, declaration in support thereof.
10/15/2021	Vulcan Materials	Lirit King	0.8	\$620.00	Meet with client regarding JPA, explaining agreement and next steps.
11/2/2021	Vulcan Materials	Marcus J. Bradley	9.5	\$9,025.00	Preparation for and attend mediation;
11/9/2021	Vulcan Materials	Marcus J. Bradley	0.4	\$380.00	Telephone call with mediator; email exchange with SZ and CL re content of call;
11/10/2021	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Multiple email exchange with CL and SZ re negotiations;
11/21/2021	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	Review a lengthy email from mediator re status of negotiations;
12/7/2021	Vulcan Materials	Marcus J. Bradley	0.1	\$95.00	Email from mediator re status; email exchange with SZ and CL re same;
12/9/2021	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	Email exchange between CL and SZ re status; Email to mediator re same;
1/4/2022	Vulcan Materials	Marcus J. Bradley	0.8	\$760.00	Email from defense counsel; Review draft joint mid-discovery status conference report for CAED; discuss additions/revisions to same with LK;
1/5/2022	Vulcan Materials	Marcus J. Bradley	0.1	\$95.00	Email from defense counsel re Court's Further Scheduling Order and Judge Thurston's Courtroom Information;
1/6/2022	Vulcan Materials	Marcus J. Bradley	0.7	\$665.00	REVIEW NOTICE OF TEMPORARY MAGISTRATE JUDGE REFERRAL TO JUDGE GROSJEAN; RESEARCH JUDGE GROSJEAN;
1/7/2022	Vulcan Materials	Marcus J. Bradley	1.4	\$1,330.00	revisions by defense counsel; addition email re same; Email with court re conference; review Minute Order from CAED re status conference;

1/14/2022	Vulcan Materials	Marcus J. Bradley	2.5	\$2,375.00	defense counsel re conference and Court's comments; Research and discuss motion motion to remand as discussed with the Court; Discuss with LK;
1/18/2022	Vulcan Materials	Marcus J. Bradley	1.2	\$1,140.00	review and revise motion to remand;
1/25/2022	Vulcan Materials	Marcus J. Bradley	0.6	\$570.00	Review Order from Judge Thurston; Review Minute Order from Judge Thurston re the Motion to Remand;
2/4/2022	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	Review email exchange with mediator and co-counsel re status of discussions with defense counsel; Review mediator's proposal to resolve both Guzman and Sancho cases; discuss with SZ and CL; discuss
2/9/2022	Vulcan Materials	Marcus J. Bradley	1.1	\$1,045.00	with client;
2/11/2022	Vulcan Materials	Marcus J. Bradley	1.3	\$1,235.00	Multiple and lengthy email exchange with counsel for all parties and mediator re proposal and terms thereto; Discuss with client; Review draft MOU;
2/15/2022	Vulcan Materials	Marcus J. Bradley	0.5	\$475.00	Email and discussion with LK re her call with defense counsel re motion to remand, move to consolidate with Guzman case;
2/15/2022	Vulcan Materials	Lirit King	0.7	\$542.50	Meet and confer with opposing counsel regarding settlement, follow up email summarizing with partner MJB.
2/16/2022	Vulcan Materials	Marcus J. Bradley	1.5	\$1,425.00	venue; Review draft stipulation to dismiss Sancho case in CAED; email exchange with defense counsel re same; discuss with client for consent to dismiss case in
3/4/2022	Vulcan Materials	Marcus J. Bradley	0.5	\$475.00	Review defense counsel edits to MOU; Review SZ edits to MOU
3/9/2022	Vulcan Materials	Marcus J. Bradley	0.8	\$760.00	Review CL edits to MOU; Discussion with CL and SZ re same; Email exchange re same;
3/16/2022	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Multiple email exchange between all counsel re status of revisions to the MOU;
4/6/2022	Vulcan Materials	Marcus J. Bradley	0.5	\$475.00	Multiple email exchange between all counsel re revisions to MOU; Review suggested revisions;
4/7/2022	Vulcan Materials	Marcus J. Bradley	0.4	\$380.00	Call with defense counsel re revisions to MOU;
4/8/2022	Vulcan Materials	Marcus J. Bradley	0.4	\$380.00	Review further revisions from SZ; Call with SZ and CL to review same;
4/20/2022	Vulcan Materials	Marcus J. Bradley	0.3	\$285.00	Multiple email exchange with CL and SZ re status of MOU revisions;
4/22/2022	Vulcan Materials	Marcus J. Bradley	0.4	\$380.00	Review redlines to MOU by defense counsel;
5/3/2022	Vulcan Materials	Marcus J. Bradley	0.2	\$190.00	Review email exchange with defense counsel re status of MOU;
5/9/2022	Vulcan Materials	Marcus J. Bradley	0.5	\$475.00	Further email exchange re terms of the settlement; Review further revisions to the MOU;

Vulcan					
6/9/2022	Materials	Marcus J. Bradley	0.6	\$570.00	Review final MOU for execution; Review with client; review email exchange with Defense counsel;
Vulcan					
6/9/2022	Materials	Lirit King	0.4	\$310.00	Call with client regarding case status.
Vulcan					
6/10/2022	Materials	Lirit King	0.3	\$232.50	Follow up call with client, email correspondence with staff.
Vulcan					Email exchange with CL re amending the Guzman complaint to add Sancho claims; Review Guzman
6/14/2022	Materials	Marcus J. Bradley	0.9	\$855.00	FAC; Review Sancho complaint; Discuss with LK
Vulcan					
6/27/2022	Materials	Fernando Valle	2.5	\$875.00	Settlement Agreement Review
Vulcan					Review draft of the Long Form Settlement Agreement and Class Notice; Review terms of MOU; Edits and
6/28/2022	Materials	Marcus J. Bradley	1.3	\$1,235.00	comments to both documents;
Vulcan					Review Defense Counsel redlines to Guzman settlement documents, including the proposed SAC;
8/22/2022	Materials	Marcus J. Bradley	1	\$950.00	Review CL redlines to same; email exchange re all documents and redlines;
Vulcan					Review redlines to settlement documents from defense counsel; Review lengthy email from CL to defense
9/8/2022	Materials	Marcus J. Bradley	0.3	\$285.00	counsel re same;
Vulcan					Multiple email exchange with defense counsel re dispute on settlement documents; review cy pres
9/12/2022	Materials	Marcus J. Bradley	0.5	\$475.00	requirements; Review final versions;
Vulcan					conference call with Plaintiff in order to draft declaration; Draft Plaintiff's declaration in support of the
9/15/2022	Materials	Marcus J. Bradley	2.4	\$2,280.00	Motion for Preliminary Approval (MPA); Draft MJB declaration ISO MPA;
Vulcan					
9/15/2022	Materials	Fernando Valle	2.1	\$735.00	Draft MJB and Plaintiff Decl.
Vulcan					
9/16/2022	Materials	Marcus J. Bradley	0.4	\$380.00	Multiple email between counsel for all parties re finalizing settlement documents;
Vulcan					
9/17/2022	Materials	Marcus J. Bradley	0.4	\$380.00	Review email with redlines to SAC; review redlines; email re same;
Vulcan					Review draft stipulation for leave to amend and SAC; Email exchange re status of these documents and
9/18/2022	Materials	Marcus J. Bradley	0.5	\$475.00	revisions to same;
Vulcan					PAGA ACTION AND ALL SUPPORTING DOCUMENTS; STIPULATION TO FILE SAC AND ALL
9/20/2022	Materials	Marcus J. Bradley	1.2	\$1,140.00	SUPPORTING DOCUMENTS;
Vulcan					
10/13/2022	Materials	Marcus J. Bradley	0.4	\$380.00	Review Court's Order containing MPA; review email exchange; discuss with Plaintiff;
Vulcan					
12/8/2022	Materials	Marcus J. Bradley	0.2	\$190.00	Review Tentative Ruling Granting Preliminary Approval; discuss scheduling of MFA with staff;
Vulcan					
1/8/2023	Materials	Marcus J. Bradley	0.2	\$190.00	Email exchange with co-counsel re drafting Motion for Final Approval;

Vulcan					
2/12/2023	Materials	Marcus J. Bradley	0.3	\$285.00	email exchange with co-counsel re Order granting preliminary approval; review Order;
Vulcan					Email exchange with cocounsel re MFA; Review the MPA and supporting documents to begin drafting
3/27/2023	Materials	Marcus J. Bradley	1	\$950.00	MFA; Discuss drafting motion with associate;
Vulcan					
4/24/2023	Materials	Fernando Valle	3.1	\$1,085.00	Draft MJB and Plaintiff Decl. ISO MFA.
Vulcan					
4/24/2023	Materials	Fernando Valle	8.7	\$3,045.00	Draft Motion For Final Approval;
Vulcan					
4/24/2023	Materials	Lirit King	0.4	\$310.00	Email correspondence with MJB regarding MFA
Vulcan					
4/27/2023	Materials	Marcus J. Bradley	3.1	\$2,945.00	Finalize Motion for Final Approval and supporting documents;
			180.10	\$147,675.00	

Exhibit 3

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

GABRIEL GUZMAN JR., on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

VULCAN MATERIALS COMPANY, a New
Jersey Corporation; CALMAT CO., a
Delaware Corporation; and DOES 1-50,
Inclusive,

DEFENDANTS.

Case No. 37-2021-00024583

[Action Filed 06/03/2021]

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

Judge: Honorable Katherine Bacal
Dept.: C-69

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs GABRIEL GUZMAN JR. and JAMES SANCHO (hereinafter collectively “Plaintiffs”), individually and on behalf of the Settlement Class, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendants VULCAN MATERIALS COMPANY, a New Jersey Corporation and CALMAT CO., a Delaware Corporation (hereinafter collectively “Defendants”).

I. DEFINITIONS

- A. “Actions” shall mean the following collectively, *Guzman v. Vulcan Materials Company*, San Diego County Superior Court, Case No. 37-2021-00024583-CU-OE-CTL, filed June 3, 2021 (hereinafter the “*Guzman Class Action*”); *Guzman v. Vulcan Materials Company*, San Diego Superior Court, Case No. 37-2021-00052064-CU-OE-CTL, filed December 13, 2021 (hereinafter the *Guzman PAGA Action*”); and *Sancho v. Vulcan Materials Company*, United States District Court Eastern District of California, Case No. 1:20-cv-00898- JLT-BAK (hereinafter the *Sancho Action*”).
- B. “Aggrieved Employees” shall mean all of Defendant’s current and former non-exempt employees employed in California during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Marcus J. Bradley, Esq. of Bradley Grombacher LLP, and Shani Zakay of Zakay Law Group, APLC.
- E. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to

1 Plaintiffs and the Class in the Action, consisting of attorneys' fees not to exceed one-
2 third of the Gross Settlement Amount, currently estimated to be \$423,333.33 out of
3 \$1,270,000.00, plus costs and expenses not to exceed \$25,000 and supported by
4 declaration as to the reasonableness of attorney's fees and costs. Class Counsel's
5 award for attorneys' fees will be allocated between Class Counsel as follows: Thirty-
6 Five percent (35%) to the JCL Law Firm, APC; thirty-five percent (35%) to the
7 Zakay Law Group, APLC; and thirty percent (30%) to Bradley Grombacher, LLP.
8

9
10 F. "Class Data" means information regarding Class Members that Defendants will in
11 good faith compile from its records and provide to the Settlement Administrator. It
12 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
13 Member's full name; last known address; Social Security Number; start dates and end
14 dates of employment.
15

16 G. "Class Members" or the "Class" means all of Defendant's current and former non-
17 exempt employees employed in California during the Class Period.
18

19 H. "Class Period" means the period from June 3, 2017 to February 11, 2022.

20 I. "Class Representative Service Awards" means the amount that the Court authorizes
21 to be paid to the Class Representatives, in addition to their Individual Settlement
22 Payments and their pro-rata share of the PAGA Settlement, in recognition of their
23 efforts and risks in assisting with the prosecution of the Actions and in exchange for
24 executing a General Release of Defendants and waiver of Civil Code 1542 from the
25 named Plaintiffs. Defendants do not oppose service awards to Plaintiffs in the amount
26 of \$10,000 to each, in exchange for their releases identified above.
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1 J. "Class Representatives" shall mean plaintiffs GABRIEL GUZMAN JR. and JAMES
2 SANCHO.

3
4 K. "Court" means the Superior Court for the State of California, County of San Diego
5 presiding over the *Guzman* Class Action.

6
7 L. "Defendants" shall mean VULCAN MATERIALS COMPANY, a New Jersey
8 Corporation and CALMAT CO., a Delaware Corporation.

9
10 M. "Effective Date" means the earliest date, following entry by the Court of an order and
11 judgment finally approving this Settlement, upon which one of the following have
12 occurred: (i) if no objection is filed to the settlement and no objector appears at the
13 hearing on final approval, the date of the Court's entry of the order granting final
14 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
15 hearing on final approval, then the earlier of the following: (a) the expiration of all
16 potential appeal periods without a filing of a notice of appeal of the final approval
17 order or judgment; (b) final affirmance of the final approval order and judgment by
18 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
19 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
20 the final approval order and judgment is no longer subject to further judicial review.

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22
23 N. "Funding Date" shall mean the date on which Defendants transfer the Gross
24 Settlement Amount into the QSF in accord with the terms of this Agreement and shall
25 occur within sixty-five (65) days after the Effective Date.

26
27 O. "Gross Settlement Amount" means the total sum of One Million Two Hundred
28 Seventy Thousand Dollars (\$1,270,000.00) that Defendants must pay into the QSF in

1 connection with this Settlement, inclusive of the sum of the Individual Settlement
2 Payments, the Class Representative Service Awards, the Class Counsel Award
3 (inclusive of attorneys' fees and costs), PAGA Settlement and the Settlement
4 Administration Costs and *exclusive* of the employer's share of payroll tax, if any,
5 triggered by any payment under this Settlement. The employer's share of payroll
6 taxes, up to a maximum of Thirty Thousand Dollars (\$30,000.00), shall not be paid
7 from the Gross Settlement Amount and shall remain the sole responsibility of
8 Defendants. If the employer's share of payroll taxes exceeds \$30,000.00, the excess
9 shall be paid from the Gross Settlement Amount.
10

11
12 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member and excludes any amounts distributed to
14 Aggrieved Employees pursuant to PAGA.

15
16 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
17 Counsel Award (inclusive of attorneys' fees and costs), Class Representative Service
18 Awards, PAGA Settlement, and Settlement Administration Costs.

19
20 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
21 Settlement Administrator, as approved by the Court, and in substantially the form set
22 forth as Exhibit A to this Agreement (other than formatting changes to facilitate
23 printing by the Settlement Administrator and/or other changes necessitated by the
24 Court).

25
26 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
27 Labor Code § 2698 *et seq.*
28

- 1 T. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
6 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
7 Aggrieved Employees during the PAGA Period.
- 8 V. "PAGA Period" means the period of May 22, 2019 to February 11, 2022 (the "PAGA
9 Period").
- 10 W. "PAGA Settlement" shall mean Fifty Thousand Dollars (\$50,000.00) to be allocated
11 from the Gross Settlement Amount of which Seventy-Five Percent (75%) will be paid
12 to the LWDA ("LWDA Payment") and Twenty-Five Percent (25%) shall be
13 distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- 14 X. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either
15 Plaintiffs or Defendants, individually.
- 16 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
17 by the total Workweeks for all Class Members during the Class Period.
- 18 Z. "Plaintiffs" shall mean GABRIEL GUZMAN JR. and JAMES SANCHO.
- 19 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
20 by the Settlement Administrator to fund the Gross Settlement Amount.
- 21 BB. "Released Class Claims" means any and all wage and hour claims, rights, debts,
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1 demands, damages, liabilities and causes of action that were asserted or could have
2 been asserted based on the factual allegations in the Second Amended Complaint in
3 the *Guzman* Class Action including all claims for unpaid wages, including failure to
4 pay minimum wage, straight time compensation, overtime compensation, and
5 interest; payment for all hours worked, including off-the-clock work; premium
6 payments for meal period or rest break violations; waiting time penalties;
7 reimbursement for all necessary business expenses; failure to keep accurate records;
8 damages or penalties for inaccurate wage statements; unfair business practices
9 pursuant to Business & Professions Code, section 17200, et seq.; claims for
10 restitution, disgorgement, and other equitable relief, liquidated damages, or punitive
11 damages; and attorneys' fees and expenses, and shall include claims arising under the
12 California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 205,
13 210, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 227.3, 510, 511, 512(a),
14 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802
15 and/or the applicable California Industrial Welfare Commission Wage Order(s).
16 Notwithstanding any limitation discussed below, the release of claims for waiting-
17 time penalties and inaccurate itemized wage statement penalties shall encompass such
18 claims regardless of the underlying theory.
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22 CC. "Released PAGA Claims" means a release from the Aggrieved Employees of all
23 PAGA claims, rights, debts, demands, damages, liabilities and causes of action for
24 civil penalties that were alleged, or could have been alleged based on the facts alleged
25 in the Second Amended Complaint in the *Guzman* Class Action or Plaintiffs' PAGA
26 notices to the LWDA which occurred during the PAGA Period, including those based
27 on alleged violations of California Labor Code sections 201, 202, 203, 204, 205, 210,
28

218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 227.3, 510, 511, 512(a), 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802 and the applicable California Industrial Welfare Commission Wage Order(s), whether for penalties, attorneys' fees and costs, and expressly excluding all other claims.

DD. "Plaintiffs' Releases" means all claims they have or may have against the Released Parties (as defined below), including a waiver of any and all provisions of California Civil Code section 1542.

EE. "Released Parties" shall mean Defendants and each of their respective past, present and future owners, stockholders, all present and former parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendants.

FF. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections by the Response Deadline.

GG. "Settlement" means the disposition of the Actions pursuant to this Agreement.

HH. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,

Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Cy Pres (the Children Advocacy Institute).*

II. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion by the response deadline as provided in this Agreement.

JJ. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendants in California.

II. RECITALS

A. On March 30, 2021, Plaintiff *Guzman* filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On June 3, 2021, Plaintiff *Guzman* filed the *Guzman* Class Action for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;

1 3. Failure to pay overtime wages in violation of California Labor Code sections
2 510 et seq;

3
4 4. Failure to provide required meal periods in violation of California Labor Code
5 sections 226.7 and 512 and the applicable IWC wage order;

6
7 5. Failure to provide required rest periods in violation of California Labor Code
8 sections 226.7 and 512 and the applicable IWC wage order;

9
10 6. Failure to provide accurate itemized wage statements in violation of California
11 Labor Code section 226;

12 7. Failure to reimburse employees for required expenses in violation of Cal. Lab.
13 Code § 2802;

14
15 8. Failure to provide wages when due in violation of California Labor Code
16 sections 201, 202 and 203; and

17
18 9. Violation of Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]

19
20 C. On December 9, 2021, Plaintiff *Guzman* filed the First Amended Complaint (“FAC”)
21 against Defendants dismissing the cause of action for violations of PAGA.

22 D. On December 13, 2021, Plaintiff *Guzman* filed the *Guzman* PAGA Action.

23
24 E. On May 20, 2020 Plaintiff *Sancho* filed a Notice of Violations with the Labor and
25 Workforce Development Agency (LWDA) and served the same on Defendant Vulcan
26 Materials Company.

1 F. On May 20, 2020, Plaintiff *Sancho* filed the *Sancho* Action against Defendant Vulcan
2 Materials Company for:

3
4 1. Failure to pay all wages;

5
6 2. Failure to furnish an accurate, itemized wage statement upon payment of
7 wages in violation of California Labor Code § 226;

8
9 3. Failure to pay all wages owed at termination in violation of California Labor
10 Code § 203; and

11 4. Violation of California Business & Professions Code §§ 17200, et. seq.
12

13 G. On June 26, 2020 the *Sancho* action was removed to U.S. District Court for the
14 Eastern District of California.

15
16 H. On October 28, 2020, Plaintiff *Sancho* filed a First Amended Complaint adding a
17 claim for penalties pursuant to California Labor Code § 2698, et seq. (PAGA).

18
19 I. On February 18, 2022 the *Sancho* action was dismissed.

20 J. The Class Representatives believe they have meritorious claims based on alleged
21 violations of the California Labor Code, and the Industrial Wage Commission Orders,
22 and that class certification is appropriate because the prerequisites for class
23 certification can be satisfied in the Actions, and this action is manageable as a PAGA
24 representative action.

25
26 K. Defendants deny any liability or wrongdoing of any kind associated with the claims
27 alleged in the Actions, dispute any wages, damages and penalties claimed by the Class
28

Representatives are owed, and further contend that, for any purpose other than settlement, the Actions is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

L. The Class Representatives are represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Actions, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

M. On November 2, 2021, the Parties participated in mediation presided over by Tripper Ortman, Esq., a well-respected wage and hour class action mediator. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations, with the

1 assistance of Mediator Ortman, until they agreed to settle the Action which was
2 memorialized in the form of a Memorandum of Understanding (“MOU”).

3
4 N. This Agreement replaces and supersedes the MOU and any other agreements,
5 understandings, or representations between the Parties. This Agreement represents a
6 compromise and settlement of highly disputed claims. Nothing in this Agreement is
7 intended or will be construed as an admission by Defendants that the claims in the
8 Actions of Plaintiffs or the Class Members or Aggrieved Employees have merit or
9 that Defendants bear any liability to Plaintiffs or the Class or Aggrieved Employees
10 on those claims or any other claims, or as an admission by Plaintiffs that Defendants’
11 defenses in the Actions have merit. The Parties agree to certification for the Class for
12 purposes of this Settlement only. If for any reason the settlement does not become
13 effective, Defendants reserve the right to contest certification of any class for any
14 reason and reserves all available defenses to the claims in the Actions.
15

16
17 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

18
19 **III. TERMS OF AGREEMENT**

20 A. Settlement Consideration and Settlement Payments by Defendants.

21 1. Settlement Consideration. In full and complete settlement of the Actions, and
22 in exchange for the releases set forth below, Defendants and the Released
23 Parties will pay the sum of the Individual Settlement Payments, the Class
24 Representative Service Awards, the Class Counsel Award, the PAGA
25 Settlement, and the Settlement Administration Costs, as specified in this
26 Agreement, equal to the total sum of the Gross Settlement Amount of One
27
28

1 Million Two Hundred Seventy Thousand Dollars (\$1,270,000.00). The Parties
2 agree that this is a non-reversionary Settlement and that no portion of the
3 Gross Settlement Amount shall revert to Defendants. Other than the
4 Defendants' share of employer payroll taxes (further described in Section
5 III(A)(4) below), if any, Defendants shall not be required to pay more than the
6 Gross Settlement Amount.
7

8 2. Class Size. At the time of mediation, Defendants estimated that the Settlement
9 Class was comprised of 1,216 individuals who collectively worked
10 approximately 170,686 workweeks from June 3, 2017 through October 14,
11 2021. Defendants subsequently estimated that Class Members worked
12 approximately 182,945 Workweeks ("Projected Workweeks") during the
13 Class Period. In regard hereto, Defendants will provide a declaration under
14 penalty of perjury before the deadline for filing the motion for preliminary
15 approval of the settlement, confirming the number of applicable Class
16 Members and workweeks they worked during the applicable Class Period and
17 confirming the number of Projected Workweeks. If the number of Projected
18 Workweeks increases by more than 10% of the estimate stated herein, the
19 Class Period will be truncated back to the date on which the number of
20 workweeks reached 110% of the estimated Projected Workweeks provided
21 herein (201,240 Workweeks).
22
23

24 3. Settlement Payment. Defendants, and each of them, are jointly and severally
25 liable for payment of the Gross Settlement Amount. Defendants shall pay, via
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27
28

wire transfer, the Gross Settlement Amount to the Settlement Administrator on the Funding Date:

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes, up to Thirty Thousand Dollars (\$30,000.00) is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount. If the employer's share of payroll taxes exceeds \$30,000.00, the excess shall be paid from the Gross Settlement Amount.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the Aggrieved Employees, the LWDA and the State of California release the Released Parties from the PAGA Released Claims for the PAGA Period.

D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth in this Agreement, Plaintiffs waive, release, acquit and forever discharge the Released Parties from any and all claims, whether known or unknown, which exist or may exist on either Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance,

1 including, but not limited to claims for violation of the Fair Labor Standards Act, the
2 California Labor Code, the Wage Orders of California's Industrial Welfare
3 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
4 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
5 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
6 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
7 California's Whistleblower Protection Act, California Business & Professions Code
8 Section 17200 et seq., and any and all claims arising under any federal, state or other
9 governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish
10 any and all claims, rights or benefits that they may have under California Civil Code
11 § 1542, which provides as follows:
12

13
14 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
15 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
16 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
17 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
18 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
19 ***DEBTOR OR RELEASED PARTY.***
20

21 Thus, notwithstanding the provisions of section 1542, and to implement a full and
22 complete release and discharge of the Released Parties, Plaintiffs expressly
23 acknowledge this Settlement Agreement is intended to include in its effect, without
24 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the
25 time of signing this Settlement Agreement, and that this Settlement Agreement
26 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
27
28

1 have read this Settlement Agreement, including this waiver of California Civil Code
2 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
3 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically
4 about the waiver of section 1542, and that Plaintiffs understand this Settlement
5 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
6 into this Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later may
7 discover facts different from or in addition to those Plaintiffs now know or believe to
8 be true regarding the matters released or described in this Settlement Agreement, and
9 even so Plaintiffs agree that the releases and agreements contained in this Settlement
10 Agreement shall remain effective in all respects notwithstanding any later discovery of
11 any different or additional facts. Plaintiffs expressly assume any and all risk of any
12 mistake in connection with the true facts involved in the matters, disputes, or
13 controversies released or described in this Settlement Agreement or with regard to any
14 facts now unknown to Plaintiffs relating thereto.
15
16

17
18 E. Amended Pleading: To facilitate the settlement, and review by the Court, the Parties
19 will stipulate to the filing of a Second Amended Complaint in the matter of the *Guzman*
20 Class Action to incorporate the claims and factual allegations asserted in the *Guzman*
21 PAGA Action and the *Sancho* Action as well as add James Sancho as a named plaintiff
22 in the *Guzman* Class action. The Second Amended Complaint shall be in the format
23 reflected as **Exhibit B** hereto.
24

25 F. Dismissal of the *Guzman* PAGA Action and *Sancho* Action: Upon the Effective Date,
26 and prior to the Funding Date, Class Counsel will take all steps necessary to dismiss
27 the *Guzman* PAGA Action and *Sancho* Action with prejudice.
28

1 G. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3
- 4 1. The Court enters an order granting preliminary approval of the Settlement;
- 5
- 6 2. The Court enters an order granting final approval of the Settlement and a Final
7 Judgment;
- 8
- 9 3. If an objector appears at the final approval hearing, the time for appeal of the
10 Final Judgment and Order Granting Final Approval of Class Action
11 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
12 any appeal from the Judgment and Order Granting Final Approval of Class
13 Action Settlement; and
- 14
- 15 4. Defendants fully fund the Gross Settlement Amount.

16 H. Nullification of Settlement Agreement. If this Settlement Agreement is not
17 preliminarily or finally approved by the Court, fails to become effective, is reversed,
18 withdrawn or modified by the Court, or is revoked by any of the Parties:

- 19
- 20 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
21 and shall not be admissible in any judicial, administrative or arbitral
22 proceeding for any purpose or with respect to any issue, substantive or
23 procedural;
- 24
- 25 2. The conditional class certification (obtained for any purpose) shall be void *ab*
26 *initio* and of no force or effect, and shall not be admissible in any judicial,
27
28

1 administrative or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and

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

7
8 4. The Party who revokes this Settlement Agreement shall bear the sole
9 responsibility for any cost to issue or reissue any curative notice to the
10 Settlement Class Members and all Settlement Administration Costs incurred
11 to the date of nullification. If the Settlement is not preliminarily or finally
12 approved by the Court, fails to become effective, is reversed, withdrawn or
13 modified by the Court, the Parties shall bear equal responsibility for any cost
14 to issue or reissue any curative notice to the Settlement Class Members and
15 all Settlement Administration Costs incurred to the date of nullification.
16

17
18 I. Certification of the Settlement Class. The Parties stipulate to conditional class
19 certification of the Class for the Class Period for purposes of settlement only. In the
20 event that this Settlement is not approved by the Court, fails to become effective, or is
21 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
22 Defendants from obtaining a complete resolution of the Released Claims and Released
23 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
24 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
25 administrative or arbitral proceeding for any purpose or with respect to any issue,
26 substantive or procedural.
27
28

1 J. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
2 of the payments called for, and Class Members and/or Aggrieved Employees are not
3 relying on any statement or representation by the Parties in this regard. Class Members
4 and/or Aggrieved Employees understand and agree that they will be responsible for
5 the payment of any taxes and penalties assessed on the Individual Settlement Payments
6 and/or Aggrieved Employees' individual shares of the PAGA Settlement described
7 and will be solely responsible for any penalties or other obligations resulting from their
8 personal tax reporting of Individual Settlement Payments and/or Aggrieved
9 Employees' individual shares of the PAGA Settlement.
10

11
12 K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
13 the "acknowledging party" and each Party to this Agreement other than the
14 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
15 of this Agreement, and no written communication or disclosure between or among the
16 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
17 such communication or disclosure constitute or be construed or be relied upon as, tax
18 advice within the meaning of United States Treasury Department circular 230 (31 CFR
19 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
20 her or its own, independent legal and tax counsel for advice (including tax advice) in
21 connection with this Agreement, (b) has not entered into this Agreement based upon
22 the recommendation of any other Party or any attorney or advisor to any other Party,
23 and (c) is not entitled to rely upon any communication or disclosure by any attorney
24 or adviser to any other party to avoid any tax penalty that may be imposed on the
25 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
26 any limitation that protects the confidentiality of any such attorney's or adviser's tax
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1 strategies (regardless of whether such limitation is legally binding) upon disclosure by
2 the acknowledging party of the tax treatment or tax structure of any transaction,
3 including any transaction contemplated by this Agreement.
4

5 L. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
6 preliminary approval within sixty (60) calendar days of execution of this Agreement,
7 or within the statutory timeframe as determined by the Court's setting of the
8 preliminary approval hearing. The Parties agree that Plaintiffs will seek approval of
9 the Settlement in San Diego Superior Court where the *Guzman* Class Action case was
10 filed.
11

12 M. Settlement Administrator. The Settlement Administrator shall be responsible for:
13 establishing and administering the QSF; calculating, processing and mailing payments
14 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
15 mailing the Notice Packets to the Class Members as directed by the Court; receiving
16 and reporting the objections and requests for exclusion; calculating, deducting and
17 remitting all legally required taxes from Individual Settlement Payments and
18 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
19 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
20 Settlement; processing and mailing tax payments to the appropriate state and federal
21 taxing authorities; providing declaration(s) as necessary in support of preliminary
22 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
23 or the Court orders the Settlement Administrator to perform. The Settlement
24 Administrator shall keep the Parties timely apprised of the performance of all
25 Settlement Administrator responsibilities by among other things, sending a weekly
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27
28

1 status report to the Parties' counsel stating the date of the mailing, the number of
2 requests for exclusion it receives (including the numbers of valid and deficient
3 requests), and number of objections received.

4
5 N. Notice Procedure.

6
7 1. Class Data. No later than ten (10) business days after the Preliminary
8 Approval Date, Defendants shall provide the Settlement Administrator with
9 the Class Data for purposes of preparing and mailing Notice Packets to the
10 Class Members.

11
12 2. Notice Packets.

13 a) The Notice Packet shall contain the Notice of Class Action Settlement
14 in a form substantially similar to the form attached as Exhibit A. The
15 Notice of Class Action Settlement shall inform Class Members and
16 Aggrieved Employees that they need not do anything in order to
17 receive an Individual Settlement Payment and/or Aggrieved
18 Employees' individual shares of the PAGA Settlement and to keep the
19 Settlement Administrator apprised of their current mailing address, to
20 which the Individual Settlement Payments and/or Aggrieved
21 Employees' individual shares of the PAGA Settlement will be mailed
22 following the Funding Date. The Notice of Class Action Settlement
23 shall set forth the release to be given by all members of the Class who
24 do not request to be excluded from the Settlement Class in exchange
25 for an Individual Settlement Payment and/or Aggrieved Employees'
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1 individual shares of the PAGA Settlement, the number of Workweeks
2 worked by each Class Member during the Class Period and PAGA
3 Period, if any, the number of PAGA Pay Periods worked by each
4 Aggrieved Employee during the PAGA Period, and the estimated
5 amount of their Individual Settlement Payment if they do not request
6 to be excluded from the Settlement and each Aggrieved Employee's
7 share of the PAGA Settlement, if any. The Settlement Administrator
8 shall use the Class Data to determine Class Members' Workweeks and
9 PAGA Pay Periods. The Notice will also advise the Aggrieved
10 Employees that they will release the Released PAGA Claims and will
11 receive their share of the PAGA Settlement regardless of whether they
12 request to be excluded from the Settlement.
13
14

15 b) The Notice Packet's mailing envelope shall include the following
16 language: "IMPORTANT LEGAL DOCUMENT - YOU MAY BE
17 ENTITLED TO PARTICIPATE IN A CLASS ACTION
18 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
19 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
20 NOTICE."
21
22

23 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
24 the Settlement Administrator will perform a search based on the National
25 Change of Address Database to update and correct any known or identifiable
26 address changes. No later than fourteen (14) calendar days after receiving the
27 Class Data from Defendants, the Settlement Administrator shall mail and
28

1 email copies of the Notice Packet to all Class Members via regular First-Class
2 U.S. Mail and electronic mail. The Settlement Administrator shall exercise its
3 best judgment to determine the current mailing address for each Class
4 Member. The address identified by the Settlement Administrator as the current
5 mailing address shall be presumed to be the best mailing address for each
6 Class Member.
7

- 8 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
9 Administrator as non-delivered on or before the Response Deadline shall be
10 re-mailed to any forwarding address provided. If no forwarding address is
11 provided, the Settlement Administrator shall promptly attempt to determine a
12 correct address by lawful use of skip-tracing, or other search using the name,
13 address and/or Social Security number of the Class Member involved, and
14 shall then perform a re-mailing, if another mailing address is identified by the
15 Settlement Administrator. In addition, if any Notice Packets, which are
16 addressed to Class Members who are currently employed by Defendants, are
17 returned to the Settlement Administrator as non-delivered and no forwarding
18 address is provided, the Settlement Administrator shall notify Defendants.
19 Defendants will request that the currently employed Class Member provide a
20 corrected address, and transmit to the Administrator any corrected address
21 provided by the Class Member. Class Members who received a re-mailed
22 Notice Packet shall have their Response Deadline extended fifteen (15) days
23 from the original Response Deadline.
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1 5. Disputes Regarding Individual Settlement Payments. Class Members will
2 have the opportunity, should they disagree with Defendants' records regarding
3 the start and end dates of employment to provide documentation and/or an
4 explanation to show contrary dates. If there is a dispute, the Settlement
5 Administrator will consult with the Parties to determine whether an
6 adjustment is warranted. The Settlement Administrator shall determine the
7 eligibility for, and the amounts of, any Individual Settlement Payments under
8 the terms of this Agreement. The Settlement Administrator's determination of
9 the eligibility for and amount of any Individual Settlement Payment shall be
10 binding upon the Class Member and the Parties, except as provided herein
11 below in Paragraph 6.
12

13
14 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
15 by the Settlement Administrator concerning the administration of the
16 Settlement will be resolved by the Court under the laws of the State of
17 California. Before any such involvement of the Court, counsel for the Parties
18 will confer in good faith to resolve the disputes without the necessity of
19 involving the Court.
20

21 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
22 Packet shall state that Class Members who wish to exclude themselves from
23 the Settlement must submit a written request for exclusion to the Settlement
24 Administrator by the Response Deadline. The written request for exclusion
25 must state that the Class Member wishes to exclude himself or herself from
26 the Settlement and (1) must contain the name, address, and the last four digits
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1 of the Social Security number of the person requesting exclusion; (2) must be
2 signed by the Class Member; (3) must be postmarked or fax stamped by the
3 Response Deadline and returned to the Settlement Administrator at the
4 specified address or fax telephone number; and (4) contain a typewritten or
5 handwritten notice stating in substance: "I wish to opt out of the settlement of
6 the class action lawsuit entitled *Guzman v. Vulcan Materials Company*,
7 currently pending in Superior Court of San Diego, Case No. 37-2021-
8 0024583. I understand that by requesting to be excluded from the settlement,
9 I will receive no money from the Settlement described in this Notice." The
10 request for exclusion will not be valid if it is not timely submitted, if it is not
11 signed by the Class Member, or if it does not contain the name and address
12 and last four digits of the Social Security number of the Class Member. The
13 date of the postmark on the mailing envelope or fax stamp on the request for
14 exclusion shall be the exclusive means used to determine whether the request
15 for exclusion was timely submitted. Any Class Member who submits a timely
16 request for exclusion shall be excluded from the Settlement Class will not be
17 entitled to an Individual Settlement Payment and will not be otherwise bound
18 by the terms of the Settlement or have any right to object, appeal or comment
19 thereon. However, any Class Member that submits a timely request for
20 exclusion that is also a member of the Aggrieved Employees will still receive
21 his/her pro rata share of the PAGA Settlement, as specified below, and in
22 consideration, will be bound by the Release by the Aggrieved Employees as
23 set forth herein. Settlement Class Members who fail to submit a valid and
24 timely request for exclusion on or before the Response Deadline shall be

1 bound by all terms of the Settlement and any final judgment entered in this
2 Action if the Settlement is approved by the Court. No later than twenty-one
3 (21) calendar days after the Response Deadline, the Settlement Administrator
4 shall provide counsel for the Parties with a final list of the Class Members
5 who have timely submitted timely requests for exclusion. At no time shall any
6 of the Parties or their counsel seek to solicit or otherwise encourage members
7 of the Class to submit requests for exclusion from the Settlement.
8

- 9
- 10 8. Objections. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to object to the Settlement
12 may submit to the Settlement Administrator a written statement of objection
13 (“Notice of Objection”) by the Response Deadline. The postmark date of
14 mailing shall be deemed the exclusive means for determining that a Notice of
15 Objection was served timely. The Notice of Objection, if in writing, must be
16 signed by the Settlement Class Member and state: (1) the case name and
17 number; (2) the name of the Settlement Class Member; (3) the address of the
18 Settlement Class Member; (4) the last four digits of the Settlement Class
19 Member’s Social Security number; (5) the basis for the objection; and (6) if
20 the Settlement Class Member intends to appear at the Final
21 Approval/Settlement Fairness Hearing. Class Members who fail to make
22 objections in writing in the manner specified above may still make their
23 objections orally at the Final Approval/Settlement Fairness Hearing with the
24 Court’s permission. Settlement Class Members will have a right to appear at
25 the Final Approval/Settlement Fairness Hearing to have their objections heard
26 by the Court regardless of whether they submitted a written objection. At no
27
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1 time shall any of the Parties or their counsel seek to solicit or otherwise
2 encourage Class Members to file or serve written objections to the Settlement
3 or appeal from the Order and Final Judgment. Class Members who submit a
4 written request for exclusion may not object to the Settlement. Class Members
5 may not object to the PAGA Settlement.
6

7 O. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
8 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's
9 share of payroll taxes, if any, as mandated by law within the time specified herein.
10

11 1. Calculation of Individual Settlement Payments. Individual Settlement
12 Payments shall be paid from the Net Settlement Amount and shall be paid
13 pursuant to the formula set forth herein. Using the Class Data, the Settlement
14 Administrator shall add up the total number of Workweeks for all Class
15 Members during the Class Period. The respective Workweeks for each Class
16 Member will be divided by the total Workweeks for all Class Members during
17 the Class Period, resulting in the Payment Ratio for each Class Member. Each
18 Class Member's Payment Ratio will then be multiplied by the Net Settlement
19 Amount to calculate each Class Member's estimated Individual Settlement
20 Payments. Each Individual Settlement Payment will be reduced by any legally
21 mandated employee tax withholdings (e.g., employee payroll taxes, etc.).
22 Individual Settlement Payments for Class Members who submit valid and
23 timely requests for exclusion will be redistributed to Settlement Class
24 Members who do not submit valid and timely requests for exclusion on a pro
25 rata basis based on their respective Payment Ratios.
26
27
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- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employee will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees during
6 the PAGA Period, resulting in the “PAGA Payment Ratio” for each Aggrieved
7 Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be
8 multiplied by the Aggrieved Employee Payment to calculate each Aggrieved
9 Employee’s estimated share of the PAGA Settlement.
10
11
12 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
13 Settlement Payments shall be allocated and treated as follows: 50% as wages
14 (“Wage Portion”); 50% as penalties and interest (“Non-Wage Portion”). The
15 Wage Portion is subject to wage withholdings and shall be reported on IRS
16 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
17 and shall be reported on IRS Form 1099.
18
19 4. Allocation of Aggrieved Employee Payments. For tax purposes, individual
20 shares of the PAGA Settlement to Aggrieved Employees shall be allocated
21 and treated as 100% penalties and shall be reported on IRS Form 1099.
22
23 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
24 individual shares of the PAGA Settlement made to Settlement Class Members
25 and/or Aggrieved Employees under this Settlement Agreement, as well as any
26 other payments made pursuant to this Settlement Agreement, will not be
27 utilized to calculate any additional benefits under any benefit plans to which
28

1 any Class Members may be eligible, including, but not limited to profit-
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
4 Parties' intention that this Settlement Agreement will not affect any rights,
5 contributions, or amounts to which any Class Members may be entitled under
6 any benefit plans.
7

8
9 6. It is the intent of the Parties that Individual Settlement Payments and individual
10 shares of the PAGA Settlement provided for in this Settlement agreement are the
11 sole payments to be made by Defendants to Settlement Class Members and/or
12 Aggrieved Employees in connection with this Settlement Agreement, with the
13 exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved
14 Employees are not entitled to any new or additional compensation or benefits as
15 a result of having received the Individual Settlement Payments and/or their
16 individual shares of the PAGA Settlement.
17

18 7. Mailing. Individual Settlement Payments and Individual shares of the PAGA
19 Settlement shall be mailed by regular First-Class U.S. Mail to Settlement
20 Class Members' and/or Aggrieved Employees last known mailing address no
21 later than fifteen (15) calendar days after the Funding Date.
22

23 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
24 Employees shall remain valid and negotiable for one hundred and eighty (180)
25 days from the date of their issuance. If a Settlement Class Member and/or
26 Aggrieved Employee does not cash his or her settlement check within 90 days,
27 the Settlement Administrator will send a letter to such persons, advising that
28

1 the check will expire after the 180th day, and invite that Settlement Class
2 Member and/or Aggrieved Employee to request reissuance in the event the
3 check was destroyed, lost or misplaced. In the event an Individual Settlement
4 Payment and/or Aggrieved Employee's individual share of the PAGA
5 Settlement check has not been cashed within one hundred and eighty (180)
6 days, all funds represented by such uncashed checks, plus any interest accrued
7 thereon, shall be distributed consistent with California Code of Civil
8 Procedure Section 384 as follows: to The Children's Advocacy Institute
9 (CAI), founded at the nonprofit University of San Diego School of Law in
10 1989. Class Counsel, Defendants' counsel, Plaintiffs and Defendants do not
11 have any interest, pecuniary or otherwise, in CAI.
12

13
14 9. Class Representative Service Awards. In addition to the Individual Settlement
15 Payment and their individual share of the PAGA Settlement to be paid to
16 Plaintiffs, Plaintiffs will apply to the Court for an award of not more than
17 \$10,000 each, as the Class Representative Service Award. Defendants do not
18 presently intend to oppose a Class Representative Service Award of not more
19 than \$10,000 for each Plaintiff. In the event the Court reduces or does not
20 approve of the requested Service Award payments, Plaintiffs shall not have
21 the right to revoke the settlement and it will remain binding. Plaintiffs each
22 retain the right to appeal any denial of a requested Service Award. The
23 Settlement Administrator shall pay the Class Representative Service Award,
24 either in the amount stated herein if approved by the Court or some other
25 amount as approved by the Court, to Plaintiffs from the Gross Settlement
26 Amount no later than fifteen (15) calendar days after the Funding Date. Any
27
28

1 portion of the requested Class Representative Service Awards that are not
2 awarded to the Class Representatives shall be part of the Net Settlement
3 Amount and shall be distributed to Settlement Class Members as provided in
4 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
5 — MISC to Plaintiffs for their Class Representative Service Award. Plaintiffs
6 shall be solely and legally responsible to pay any and all applicable taxes on
7 their Class Representative Service Award and shall hold harmless the
8 Released Parties from any claim or liability for taxes, penalties, or interest
9 arising as a result of the Class Representative Service Awards. The Class
10 Representative Service Award shall be in addition to Plaintiffs' Individual
11 Settlement Payment as a Settlement Class Member. Approval of this
12 Settlement shall not be conditioned on Court approval of the requested amount
13 of the Class Representative Service Award. In the event that the Court reduces
14 or does not approve the requested Class Representative Service Award,
15 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
16 binding.
17
18
19

- 20 10. Class Counsel Award. Defendants understand a motion by Class Counsel for
21 attorneys' fees not to exceed one-third of the Gross Settlement Amount
22 currently estimated to be Four Hundred Twenty-Three Thousand Three
23 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$423,333.33) plus
24 costs and expenses supported by declaration not to exceed Twenty-Five
25 Thousand Dollars (\$25,000), from the Gross Settlement Amount will be filed.
26 Any portion of the requested Class Counsel Award that is not awarded to Class
27 Counsel shall be part of the Net Settlement Amount and shall be distributed
28

1 to Settlement Class Members as provided in this Agreement. The Settlement
2 Administrator shall allocate and pay the Class Counsel Award to Class
3 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
4 days after the Funding Date. Class Counsel shall be solely and legally
5 responsible to pay all applicable taxes on the payment made pursuant to this
6 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
7 MISC to Class Counsel for the payments made pursuant to this paragraph. If
8 the Court reduces or does not approve of the requested Class Counsel Award
9 payments, Class Counsel shall not have the right to revoke the settlement and
10 it will remain binding. Class Counsel each retain the right to appeal any denial
11 of any portion of a request for a Class Counsel Award.
12
13

- 14 11. PAGA Settlement. Fifty Thousand Dollars (\$50,000) shall be allocated from
15 the Gross Settlement Amount for settlement of claims for civil penalties under
16 the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
17 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
18 Settlement (\$37,500) to the California Labor and Workforce Development
19 Agency no later than twenty-five (25) calendar days after the Funding Date
20 (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement
21 (\$12,500) will be distributed to the Aggrieved Employees as described in this
22 Agreement. For purposes of distributing the PAGA Settlement to the
23 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata
24 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
25 as defined above.
26
27
28

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$20,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

P. Defendants' Option to Revoke Settlement. Defendants have the right to revoke the Settlement and Defendants shall have the option to void this Settlement if, after the Responsive Deadline, the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendants exercise the option to terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel within ten (10) calendar days after the Settlement Administrator provides information regarding opt outs (which can occur no later than twenty-one (21) calendar days after the Response Deadline, and (b) pay all Settlement Administration Costs incurred up to the date or as result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed

Q. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiffs will provide Defendants with a draft of the Motion at least seven (7) business days

1 prior to the filing of the Motion to give Defendants an opportunity to propose changes
2 or additions to the Motion.

3
4 1. Declaration by Settlement Administrator. No later than twenty-one (21) days
5 after the Response Deadline, the Settlement Administrator shall submit a
6 declaration in support of Plaintiffs' motion for final approval of this
7 Settlement detailing the number of Notice Packets mailed and re-mailed to
8 Class Members, the number of undeliverable Notice Packets, the number of
9 timely requests for exclusion, the number of objections received, the amount
10 of the average Individual Settlement Payment and highest Individual
11 Settlement Payment, the Settlement Administration Costs, and any other
12 information as the Parties mutually agree or the Court orders the Settlement
13 Administrator to provide.
14

15
16 2. Final Approval Order and Judgment. Class Counsel shall present an Order
17 Granting Final Approval of Class Action Settlement to the Court for its
18 approval, and Judgment thereon, at the time Class Counsel files the Motion
19 for Final Approval.
20

21 R. Cooperation. The Parties and their counsel will cooperate with each other and use
22 their best efforts to implement the Settlement.
23

24 S. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
25 except such proceedings necessary to implement and complete the Settlement, pending the
26 Final Approval/Settlement Fairness Hearing to be conducted by the Court
27
28

1 T. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel for all Parties or their successors-in-interest,
3 and ultimately approved by the Court.

4
5 U. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
6 Agreement among these Parties, and no oral or written representations, warranties or
7 inducements have been made to any Party concerning this Agreement or its Exhibit
8 other than the representations, warranties and covenants contained and memorialized
9 in this Agreement and its Exhibit.

10
11 V. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendants represents and warrants that he/she is
17 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and
18 warrant that they are authorized to sign this Agreement and that they have not assigned
19 any claim, or part of a claim, covered by this Settlement to a third-party.

20
21
22 W. No Public Comment: The Parties and their counsel agree that they will not issue any
23 press releases, initiate any contact with the press, respond to any press inquiry, or have
24 any communication with the press about the fact, amount or terms of the Settlement
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict
27 Class Counsel from including publicly available information regarding this settlement
28

1 in future judicial submissions regarding Class Counsel's qualifications and experience.
2 Further, Class Counsel will not include, reference or use the Settlement Agreement for
3 any marketing or promotional purposes, either before or after the Motion for
4 Preliminary Approval is filed.
5

6 X. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.
8

9 Y. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
10 shall be governed by and interpreted according to the laws of the State of California.
11

12 Z. Counterparts. This Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them shall be deemed to be one and the same
14 instrument provided that counsel for the Parties to this Agreement shall exchange
15 among themselves copies or originals of the signed counterparts.
16

17 AA. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
18 is a fair, adequate and reasonable settlement of this Action and have arrived at this
19 Settlement after extensive arms-length negotiations, taking into account all relevant
20 factors, present and potential.
21

22 BB. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
23 respect to the interpretation, implementation and enforcement of the terms of this
24 Agreement and all orders and judgments entered in connection therewith, and the
25 Parties and their counsel submit to the jurisdiction of the Court for purposes of
26 interpreting, implementing and enforcing the settlement and all orders and judgments
27 entered in connection with this Agreement.
28

1 CC. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.

5
6 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
7 certification for purposes of this settlement only.

8
9 EE. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
10 Released Claims have merit and give rise to liability on the part of Defendants.
11 Defendants claim that the Released Claims have no merit and do not give rise to
12 liability. This Agreement is a compromise of disputed claims. Nothing contained in
13 this Agreement and no documents referred to and no action taken to carry out this
14 Agreement may be construed or used as an admission by or against the Defendants or
15 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
16 than as may be specifically set forth herein, each Party shall be responsible for and
17 shall bear its/his own attorney's fees and costs.
18

19
20 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

21
22 DATED: _____

23 _____
GABRIEL GUZMAN JR.

24
25 DATED: 9/16/2022 _____

DocuSigned by:

James Sancho

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JAMES SANCHO

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IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____
VULCAN MATERIALS COMPANY

Printed Name

Title

DATED: _____
CALMAT CO.

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

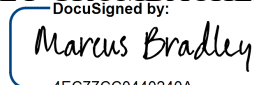
DATED: _____ JCL LAW FIRM, A.P.C.
By: _____
Attorneys for Plaintiffs and the Settlement Class Members

DATED: _____ ZAKAY LAW GROUP, APLC
By: _____
Attorneys for Plaintiffs and the Settlement Class Members

///

1 DATED: 9/17/2022
2 _____

BRADLEY GROMBACHER LLP

By: 
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Attorneys for Plaintiffs and the Settlement Class
Members

6 DATED: _____
7

HUNTON ANDREWS KURTH LLP

By: _____

Attorneys for Defendants