

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

Attorneys for Plaintiff, BRENDA L. SINGER, on
behalf of herself and all others similarly situated
and aggrieved

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,

Plaintiff,

vs.

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

Defendants.

Case No.: 37-2021-00024583

DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

1 I, Cassandra Polites declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned matter. I
6 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
7 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently
8 to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency of Class Action Settlement and Final Hearing Date* (referred to as “Notice
18 Packet”); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class
19 Members’ disputes over the number of workweeks Defendants have record of them working
20 during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating
21 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
22 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
23 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
24 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
25 agree to and/or the Court orders ILYM Group to perform.

26 4. On January 25, 2023, ILYM Group received the class data file from Counsel for
27 Defendant, which contained the name, social security number, last known mailing address, and the
28 dates of employment for each Class Member. The data file was checked for duplicates and other

possible discrepancies. The Class List contained 1,269 individuals who worked 183,899.29 work weeks.

5. As part of the preparation for mailing, all 1,269 names and addresses contained in the Class List were processed against the National Change of Address (“NCOA”) database, maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

6. On February 6, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all 1,269 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

7. As of the date of this declaration, ILYM Group has received one valid request for exclusion from the Settlement. The deadline to request exclusion from the Settlement was March 23, 2023.

8. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was March 23, 2023.

9. As of the date of this declaration, ILYM Group has not received any valid work week disputes. The deadline to file a workweek dispute was March 23, 2023.

10. During the notice administration, ILYM reported to the Defendant’s counsel that it received one (1) request to be added to the Class and included in the Settlement from an individual who was not identified as a Class Member in the Class List. Defendant confirmed that the individual worked for Defendant during the Class Period.¹ Defendant provided ILYM with the dates of

¹ Defendant’s counsel explained that the individual was inadvertently left off the Class List because that individual was promoted to an exempt position during the Class Period. Upon further investigation, Defendant identified five other individuals who were also promoted to exempt positions during the Class Period and, for this reason, were also omitted from the Class List. That information was provided to ILYM on March 27, 2023.

1 employment for this individual, and on March 17, 2023, ILYM sent the individual seeking to be
2 included in the Settlement the Notice Packet by First Class U.S. Mail, advising the additional Class
3 Member that the deadline to respond was March 23, 2023. As of the date of this declaration, ILYM
4 has not received a request for exclusion or written objection from the additional Class Member.

5 11. On March 27, 2023, ILYM received additional class data from Defense Counsel.
6 The additional data contained information for 5 additional Class Members who were inadvertently
7 excluded from the Class List because those Class Members had been promoted to exempt positions
8 during the Class Period. Using the additional data provided by Defendant's Counsel, ILYM
9 calculated the 5 additional Class Members' work weeks and pro rata share of the Settlement and
10 ILYM mailed their Settlement Notice Packet by First Class U.S. Mail on March 28, 2023.
11 Therefore, the total number of Class Members is now 1,275 and the total number of work weeks
12 worked is 184,533.57.
13

14 12. As of the date of this declaration, ILYM Group has not received any request for
15 exclusion or written objection from the additional Class Members. The deadline to request
16 exclusion from the Settlement is May 12, 2023.
17

18 13. As of the date of this declaration, 39 Notice Packets have been returned to our office
19 of which none were returned with a forwarding address. ILYM Group performed a computerized
20 skip trace on the 39 returned Notice Packets, in an effort to obtain an updated address for the
21 purpose of re-mailing the Notice Packet. As a result of ILYM Group's skip tracing efforts, 21
22 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement
23 Class Members, via U.S First Class Mail.

24 14. As of the date of this declaration, a total of 18 Notice Packets have been deemed
25 undeliverable. Specifically, 18 have been deemed undeliverable as no updated address was found
26 notwithstanding the skip tracing.

27 15. The Net Settlement Fund available to Settlement Class Members is estimated to be
28 \$732,116.67 and was calculated by subtracting the requested attorneys' fees (\$423,333.33), the

1 amount allocated for litigation costs and expenses (\$25,000.00), the requested Enhancement
2 Payment (\$20,000.00), the requested Settlement Administration Costs (\$19,550.00), the LWDA
3 Payment (\$37,500.00) and the PAGA Payment (\$12,500.00) from the Gross Settlement Amount
4 (\$1,270,000.00).

5 16. As of this date, there are 1,274 Class Members who did not submit a timely and
6 valid Request for Exclusion and are therefore deemed to be Settlement Class Members. The
7 Individual Settlement Award is allocated on a *pro rata* basis using their work weeks worked.

8 17. The *highest* Individual Settlement Share to a Settlement Class Member is currently
9 estimated to be approximately \$973.30, the *average* Individual Settlement Share is currently
10 estimated to be approximately \$574.66. These amounts are subject to employee-side tax and
11 withholdings.

12 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be
13 allocated to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement
14 (“Employee PAGA Amount”); Aggrieved Employees cannot opt out of the PAGA Settlement. The
15 Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA work weeks.

16 19. The *highest* Individual PAGA Share to an Aggrieved Employee is currently
17 estimated to be approximately \$32.02, the *average* Individual PAGA Share is currently estimated
18 to be approximately \$11.67.

19 20. ILYM Group’s total fees and costs for services in connection with the administration
20 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
21 costs for completion of the settlement administration, are \$19,550.00. ILYM Group’s work in
22 connection with this matter will continue with the calculation of the settlement award payments,
23 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
24 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
25 Group to perform.

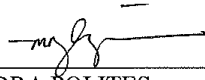
26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 25th day of April 2023, at Tustin, California.



CASSANDRA POLITES

EXHIBIT “A”

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

(Guzman v. Vulcan Materials Company, San Diego County Superior Court Case No. 37-2021-0024583)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Individual_Settlement_Award». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will not receive the Settlement Share identified above. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved or you may appear at the final approval hearing on May 19, 2023 at 1:30 p.m. either in person or remotely. Directions are provided below.

1. Why did I get this Notice?

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Vulcan Materials Company (“Vulcan”) and Calmat Co. (“Calmat”) (collectively, “Defendants”) for alleged wage and hour violations. Vulcan and Calmat deny all allegations and liability and this settlement should not be an indication of any admission of fault. The Action was filed by former employees of Defendants, Gabriel Guzman Jr. and James Sancho (collectively “Plaintiffs”), and seeks payment of (1) back wages for a class of non-exempt employees (“Class Members”) who worked for Defendants during the Class Period June 3, 2017 to February 11, 2022; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants during the PAGA Period May 22, 2019 to February 11, 2022 (“Aggrieved Employees”).

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

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All of Defendant’s current and former non-exempt employees employed in California during the Class Period.

The “Class Period” is the period of time running from June 3, 2017 to February 11, 2022.

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

2. What is this class action lawsuit about?

On June 3, 2021, Plaintiff Guzman filed the *Guzman* Class Action Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff Guzman asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of

California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.* On December 9, 2021, Plaintiff Guzman filed the First Amended Complaint (“FAC”) against Defendants dismissing the cause of action for violations of PAGA. On December 13, 2021, Plaintiff Guzman filed the *Guzman* PAGA Action in the Superior Court of the State of California, County of San Diego, seeking monetary penalties for alleged violations of the California Labor Code.

On May 20, 2020, Plaintiff Sancho filed a complaint against Defendant Vulcan Materials Company in the Superior Court of California, County of Kern. Plaintiff Sancho claimed that Vulcan Materials Company: (a) Failed to pay all wages; (2) failed to furnish an accurate, itemized wage statement upon payment of wages in violation of California Labor Code § 226; (c) failed to pay all wages owed at termination in violation of California Labor Code § 203; and (d) violated California Business & Professions Code §§ 17200, *et. seq.*

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants fully reimbursed members of the class for required business expenses; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 2, 2021, the Parties participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations, with the assistance of Mediator Ortman, until they agreed to settle the Action. The Court granted preliminary approval of the Settlement on December 21, 2022. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Bradley Grombacher LLP and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Two Hundred Seventy Thousand Dollars (\$1,270,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiffs.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$423,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$50,000 relating to Plaintiffs’ claim under the Private Attorneys General Act (“PAGA”), \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$12,500 will be distributed to Aggrieved Employees (the “Aggrieved Employee Payment”).

- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Settlement Share for each Settlement Class Member will be calculated by dividing each individual Settlement Class Member’s workweeks that occurred during the Class Period by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by the Net Settlement Amount. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendants’ records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Aggrieved Employee Payment shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The number of pay periods worked by each respective Aggrieved Employee during the PAGA Period will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then that number will be multiplied by the Aggrieved Employee Payment. “Aggrieved Employees” means of all of Defendant’s current and former non-exempt employees employed in California during the PAGA Period. The PAGA Period means the period between May 22, 2019 to February 11, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. 50% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 50% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in the Settlement Agreement, Plaintiff and the Settlement Class Members release the 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 (the “Released Parties”) from any and all wage and hour claims, rights, debts, demands, damages, liabilities and causes of action that were asserted or could have been asserted based on the factual allegations in the Second Amended Complaint in the *Guzman* Class Action including all claims for unpaid wages, including failure to pay minimum wage, straight time compensation, overtime compensation, and interest; payment for all hours worked, including off-the-clock work; premium payments for meal period or rest break violations; waiting time penalties; reimbursement for all necessary business expenses; failure to keep accurate records; damages or penalties for inaccurate wage statements; unfair business practices pursuant to Business & Professions Code, section 17200, et seq.; claims for restitution, disgorgement, and other equitable relief, liquidated damages, or punitive damages; and attorneys’ fees and expenses, and shall include claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 205, 210, 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/or the applicable California Industrial Welfare Commission Wage Order(s)). Notwithstanding any limitation discussed below, the release of claims for waiting-time penalties and inaccurate itemized wage statement penalties shall encompass such claims regardless of the underlying theory.

Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in the Settlement Agreement, the Plaintiff, the LWDA, the State of California and the alleged Aggrieved Employees release the Released Parties of all PAGA claims, rights, debts, demands, damages, liabilities and causes of action for civil penalties that were alleged, or could have been alleged based on the facts alleged in the Second Amended Complaint in the *Guzman* Class Action or Plaintiffs’ PAGA notices to the LWDA which occurred during the PAGA Period, including those based on alleged violations of California Labor Code sections 201, 202, 203, 204, 205, 210, 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.

5. How much will my payment be?

Defendants' records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (June 3, 2017 to February 11, 2022).

Based on this information, your estimated Individual Settlement Payment is «Estimated_Class_Award».

Defendants' records reflect that you have «PAGA_Pay_Periods» pay periods worked during the PAGA Period (May 22, 2019 to February 11, 2022).

Based on this information, your estimated PAGA Payment Share is «Estimated_PAGA_Award».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than March 23, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. Telephone: (888) 250-6810.

The Court will hold a hearing on May 19, 2023 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://ilymgroup.com/VulcanMaterialsCompany>.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment, and you will not be bound by the terms of the Settlement, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed, dated request for exclusion postmarked no later than March 23, 2023. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Guzman v. Vulcan Materials Company, Case No. 37-2021-0024583*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after March 23, 2023 or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Guzman v. Vulcan Materials Company, San Diego County Superior Court, Case No. 37-2021-00024583*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class

Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than March 23, 2023. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The Court will hold a Final Approval Hearing at 1:30 p.m. on May 19, 2023 at the San Diego County Superior Court, Dept. C-69, located at 330 W. Broadway, San Diego, CA 92101 before Judge Katherine Bacal. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Guzman v. Vulcan Materials Company, San Diego County Superior Court, Case No. 37-2021-00024583***, Settlement Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. Telephone: (888) 250-6810.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. The complete Settlement Agreement may be inspected during normal business hours at the offices of the Clerk, at 330 West Broadway, San Diego, CA 92101.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Class Counsel

Marcus J. Bradley, Esq.
Bradley Grombacher, LLP
31365 Oak Crest Dr., Suite 240
Westlake Village, CA 91361
Tel: 805-270-7100
Fax: 805-270-7589
Email: mbradley@bradleygrombacher.com

Counsel for Defendants:

Roland Juarez, Esq.
D. Andrew Quigley, Esq.
Hunton Andrews Kurth LLP
550 South Hope Street, Suite 2000
Los Angeles, CA 90071
Tel.: (213) 532-2000
Fax: (213) 532-2020
E-Mail: rjuarez@huntonak.com
aquigley@huntonak.com

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure § 384 as follows: to The Children's Advocacy Institute (CAI), founded at the nonprofit University of San Diego School of Law in 1989. Class Counsel, Defendants' counsel, Plaintiffs and Defendant do not have any interest, pecuniary or otherwise, in CAI.

Guzman et al. Vulcan Materials Company

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID QR Code»

ILYM ID: «ILYMID» «Piece_Number»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»