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on behalf of himself and all other similarly situated

Additional Plaintiffs' Counsel on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

EDGAR O. CASTILLO CAZAREZ,
on behalf of himself and all others
similarly situated,

Plaintiffs,

v.

WEST COAST DRYWALL & CO.,
INC. d/b/a "West Coast Drywall &
Paint," a California corporation; and
DOES 1 to 100, inclusive,

Defendants.

CLASS ACTION

Case No.: RIC1902851

**AMENDED ~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Cont. Preliminary Approval Hearing

Date: August 2, 2024

Time: 8:30 a.m.

Dept: 1

Honorable Harold W. Hopp

Department 1

Action filed: May 9, 2019

Trial Date: None Set

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 08 2024

E. Escobedo

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7 Attorneys for Plaintiffs EFRAIN PEREDA and RUBEN TORRES,
8 on behalf of themselves and others similarly situated

9 ///

10 ///

11 ///

1 **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On July 22, 2024 and August 2, 2024, the Court conducted a hearing on the unopposed
3 Motion for Preliminary Approval of Class and Representative Action Settlement filed by named
4 Plaintiffs Edgar O. Castillo Cazarez, Efrain Pereda, and Ruben Torres on behalf of themselves
5 and all others similarly situated (hereinafter, collectively "Plaintiffs"). The Court has reviewed
6 and considered the Memorandum of Points and Authorities in support of the Motion, the
7 Declaration of Counsel and the exhibits in support of the Motion, including the Stipulation and
8 Settlement of Class and Representative Action ("Settlement Agreement" or "Settlement")
9 between Plaintiffs and Defendant West Coast Drywall & Co., Inc. dba "West Coast Drywall &
10 Paint" ("Defendant") (Plaintiffs and Defendant shall be referred to collectively as the "Parties").

11 This Order hereby incorporates by reference the definitions in the Settlement
12 Agreement as though fully set forth herein, and all capitalized terms used herein shall have the
13 same meaning as set forth in the Settlement Agreement.

14 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
15 **MAKES THE FOLLOWING FINDINGS:**

16 1. The Court finds on a preliminary basis that the proposed Settlement falls within
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
18 Agreement, are presumptively fair, adequate and reasonable to the Class and, therefore, meet
19 the requirements for preliminary approval, subject only to any objections that may be raised
20 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
21 Settlement's terms are fair, adequate, and reasonable as to all potential Class Members when
22 balanced against the probable outcome of further litigation, given the risks relating to liability
23 and damages. It further appears that extensive investigation and research has been conducted
24 such that counsel for the Parties at this time are reasonably able to evaluate their respective
25 positions. It further appears to the Court that the Settlement at this time would avoid
26 substantial additional costs by all Parties, as well as the delay and risks that would be presented
27 by the further prosecution of the Action. It appears the Settlement has been reached as a result
28 of intensive, arm's-length negotiations utilizing experienced third party neutrals.

1 2. The Court further finds, for settlement purposes only, that the requirements of
2 California Code of Civil Procedure §382 and California Rules of Court, Rule 3.760 *et seq.* are
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
4 described in the Motion for Preliminary Approval and Settlement Agreement:

5 The Class consist of all current and former non-exempt field employees employed
6 by Defendant in California during the time period from May 9, 2018, through
May 20, 2024 ("Class Period").

7 3. The Court further finds that the moving papers presented for the Court's review
8 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
9 options available to the Class, including the ability of the Class Members to Opt-Out or submit
10 a Request for Exclusion to the Settlement and Class and not be bound by the Settlement
11 Agreement or receive the class portion of any Settlement Payment under it; to object to the
12 terms of the Settlement; or to do nothing and receive a Settlement Payment and be bound by
13 the terms of the Settlement. Plaintiffs have submitted to the Court a proposed Notice of Class
14 Settlement.

15 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

16 1. The Court hereby preliminarily approves the proposed Settlement upon the
17 terms, conditions, and all release language set forth in the Settlement Agreement.

18 2. The Court conditionally certifies and approves, for settlement purposes only, the
19 Class described above.

20 3. For the purposes of this Settlement, the Law Offices of Kevin T. Barnes, Law
21 Office of Raphael A. Katri, and Protection Law Group, LLP ("Class Counsel") are hereby
22 appointed as Class Counsel and shall represent the Class Members in this Action. Any Class
23 Member may enter an appearance in the Action, at their own expense, either individually or
24 through counsel of their own choice; however, if they do not enter an appearance, they will be
25 represented by Class Counsel.

26 4. For the purposes of this Settlement, Plaintiffs Edgar O. Castillo, Efrain Pereda,
27 and Ruben Torres are hereby appointed as Class Representatives for the Class.

28 5. The Court confirms ILYM Group, Inc. as the Settlement Administrator. The

1 procedures for paying the Settlement Administration Costs, as set forth in the Settlement
2 Agreement, are approved. ILYM Group, Inc. is directed to perform all responsibilities of the
3 Settlement Administrator as set forth in the Settlement Agreement. ILYM Group, Inc. will also
4 post the Judgment in this matter on their website once entered.

5 6. The Court hereby approves, as to form and content, the Notice of Class and
6 Representative Action Settlement attached as **Exhibit 1** ("Notice"), the Objection Form
7 attached as **Exhibit 2** and the Request For Exclusion Form attached as **Exhibit 3**. The Notice
8 of Class and Representative Action Settlement will be mailed to each Class Member with the
9 Objection Form and the Request For Exclusion Form. The Court finds that the dates and
10 procedure for mailing and distributing the Notice packet in the manner set forth in Paragraph
11 7 of this Order meets the requirements of due process and are the best notice practicable under
12 the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

13 7. The Court directs the mailing of the Court-approved Notice via first class mail
14 to the Class Members in accordance with the schedule and procedures set forth in the
15 Settlement Agreement.

- 16 a. Within thirty (30) calendar days of the date of preliminary approval of this
17 Settlement, Defendant shall provide to the Settlement Administrator a Class
18 List; and
- 19 b. Within fifteen (15) calendar days of receiving the Class List from
20 Defendant, the Settlement Administrator shall mail by First-Class United
21 States mail the Notice of Class Settlement to each Class Member. The
22 Settlement Administrator shall conduct a National Change of Address
23 database search before mailing and will also use the most recent address
24 available to the Settlement Administrator for mail delivery. Any returned
25 mail with a forwarding address from the U.S. postal service shall be
26 promptly re-mailed to the new address. The Settlement Administrator shall
27 perform a skip trace search for a new address for any returned mail without a
28 forwarding address.

1 8. The procedures for Class Members to Opt-Out/to submit a Request for
2 Exclusion form, as set forth in the Notice and Settlement Agreement, are approved. The time
3 for Class Members to Opt-Out/to submit a Request for Exclusion form shall be sixty (60)
4 calendar days after the date of the first mailing of the Notices. All Opt Outs and Request for
5 Exclusion form shall be submitted to the Settlement Administrator and will not be filed with
6 the Court. The Settlement Administrator shall file a declaration concurrently with the filing of
7 the motion for final approval, authenticating a copy of every exclusion form received by the
8 Settlement Administrator.

9 9. The procedures for Class Members to object to the Settlement, as set forth in the
10 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
11 Settlement shall be sixty (60) calendar days after the date of the first mailing of the Notices. All
12 Objection forms shall be submitted to the Settlement Administrator and will not be filed with
13 the Court. The Settlement Administrator shall file a declaration concurrently with the filing of
14 the motion for final approval, authenticating a copy of every objection form received by the
15 Settlement Administrator.

16 10. The procedures for Class Members to dispute the number of pay periods
17 worked, as set forth in the Notice and Settlement Agreement, are approved. The time for Class
18 Members to submit a pay period dispute shall be sixty (60) calendar days after the date of the
19 first mailing of the Notices. All pay period disputes shall be submitted to the Settlement
20 Administrator and will not be filed with the Court.

21 11. The Court hereby preliminarily approves the definition and disposition of the
22 Class Settlement Amount as that term is defined in the Settlement Agreement. The Court
23 preliminarily approves the distribution of the Class Settlement Amount, all subject to the
24 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the
25 Settlement receives final approval, Defendant shall be required to pay an "all in" Gross
26 Settlement Amount of \$3,255,000 on a non-reversionary basis that covers all payments to
27 Settlement Class Members (including the employee's share of payroll taxes), all payments for
28 attorneys' fees and costs to Plaintiffs'/Class counsel; all payments to the Settlement

1 Administrator; all PAGA payments to the California Labor and Workforce and Development
2 Agency; and the Class Representative Service Awards to the named Plaintiffs. Moreover,
3 Defendant will separately pay the employer's share of payroll taxes on that portion of
4 settlement payments to Settlement Class Members which is attributable to wages. The tax
5 allocation will be 1/3 of the Class Portion of each Individual Settlement Payment attributable
6 to wages (and will be subject to income tax withholding), 1/3 of the Class Portion of each
7 Individual Settlement Payment will be attributable to interest, and 1/3 of the Class Portion of
8 each Individual Settlement Payment will be attributable to penalties with no tax withholding
9 and payable on IRS Form 1099's.

10 12. A Final Approval Hearing (the "Hearing") shall be held on December 12, 2024,
11 ~~or _____, 2024 at 8:30 a.m.~~ before the Honorable Harold W. Hopp in
12 Department 1 of the Riverside County Superior Court. The purpose of such Hearing will be to:
13 (a) determine whether the proposed Settlement should be finally approved by the Court as fair,
14 reasonable and adequate; (b) determine the reasonableness of Class Counsels' request for
15 Attorneys' Fees and Costs and amounts to be awarded; (c) determine the reasonableness of the
16 Class Representative Service Awards requested for the Class Representatives and amounts to
17 be awarded; and (d) order entry of Judgment in the Class and Representative Action, which
18 shall constitute a complete release and bar with respect to the Released Claims. The Settlement
19 Administrator must give notice to any objecting party of any continuance of the Final Approval
20 Hearing.

21 13. Class Counsel shall file and serve all papers in support of the Motion for Final
22 Approval and any application for reimbursement of attorneys' fees and costs, including any
23 costs associated with or incurred by the Settlement Administrator, by November 18, 2024. ~~or~~
24 ~~_____, 2024.~~

25 14. The Court reserves the right to continue the date of the Hearing without further
26 notice to the Class Members and retains jurisdiction to consider all further applications arising
27 out of or connected with the proposed Settlement. However, the Settlement Administrator will
28 give notice to any objecting party of any continuance of the Hearing.

1 15. All further proceedings in this Action shall be stayed except such proceedings
2 necessary to review, approve, and implement this Settlement.

3 16. In the event: (i) the Court does not finally approve the Settlement as
4 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval
5 Order as contemplated by the Settlement Agreement, which becomes final as a result of the
6 occurrence of the Effective Date (as that term is defined by in the Settlement Agreement); or
7 (iii) the Settlement does not become final for any other reason, the Settlement and any related
8 Class shall be null and void and any order or judgment entered by this Court in furtherance of
9 the Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
10 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
11 date and time immediately prior to the execution of the Settlement, and the Parties shall
12 proceed in all respects as if no Class had been certified and the Settlement Agreement had not
13 been executed.

14 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
15 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
16 with the negotiation, execution or implementation of the Settlement, shall be admissible in
17 evidence for any reason in this Action, except as provided in the Settlement Agreement.

18 18. The Settlement administrator shall file a declaration in support of the motion for final
19 approval attaching any objections or requests for exclusion.

20 **IT IS SO ORDERED.**

21 **Dated:** 8/7/24



Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Edgar O. Castillo Cazarez, et al. v. West Coast Drywall & Co., Inc. dba "West Coast Drywall & Paint"
Riverside County Superior Court Case No. RIC1902851

IF YOU WERE EMPLOYED AS A NON-EXEMPT FIELD EMPLOYEE BY DEFENDANT IN THE STATE OF CALIFORNIA DURING THE CLASS PERIOD (DEFINED AS MAY 9, 2018 THROUGH MAY 20, 2024) YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

THE COURT HAS APPROVED THIS NOTICE. THIS IS NOT AN ADVERTISEMENT.

YOU ARE NOT BEING SUED. HOWEVER, YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.

PLEASE READ THIS NOTICE.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|--|
| INCLUDE THE FOLLOWING: | |
| DO NOTHING | You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement. |
| EXCLUDE YOURSELF | <u>You will receive no payment for the class claims.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant for some of the claims released in this Settlement. |
| OBJECT | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving any portion of the Settlement. |

WHAT IS IN THIS NOTICE

| | | |
|-----|--|--------|
| 1. | Why Should You Read This Notice?..... | Page 1 |
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¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 ("PAGA") and will be barred from filing your own lawsuit against Defendant for those claims.

1. *Why Should You Read This Notice?*

You have received this Notice because records indicate that you are a member of the settlement class settled in this action.

The settlement class is comprised of all current and former non-exempt field employees employed by West Coast Drywall & Co., Inc. dba "West Coast Drywall & Paint" in the State of California during the Class Period (defined as May 9, 2018, through May 20, 2024) ("Class Members").

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on July 22, 2024 and August 2, 2024, at 8:30 a.m. in the Riverside County Superior Court, State of California. Judge Harold W. Hopp determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Hopp also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [REDACTED], 2024 at 8:30 a.m. in Department 1 of the California Superior Court for the County of Riverside, 4050 Main Street, Riverside, California 92501. The Final Approval Hearing may be continued to another date without further notice to Class Members. However, Class Counsel or the Settlement Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

2. *What is the Class Action Settlement?*

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may receive money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *What Is the Case About?*

On or about May 9, 2019, Plaintiff Edgar O. Castillo Cazarez ("Plaintiff Cazarez") filed his initial complaint on behalf of himself and all other similarly situated persons employed by Defendant West Coast Drywall & Co., Inc. dba "West Coast Drywall & Paint" ("Defendant"), in California, Case No. RIC1902851 for various claimed violations of the California Labor Code ("Labor Code") and the applicable Wage Order. Plaintiff Cazarez contends that Defendant violated the California Labor Code by: 1) failing to pay all wages; 2) failing to pay all piece rate wages for all piece rate work performed; 3) failing to separately pay for all rest periods; 4) failing to fully reimburse work expenses; 5) violating Labor Code section 226.2(a)(2); 6) failing to provide proper wage statements; 7) failing to timely pay final wages due at separation; and 8) all claims asserted through California Business & Professions Code sections 17200, et seq. related only to the released claims. Plaintiffs also seek civil penalties under the Private Attorneys General Act ("PAGA") as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency ("LWDA") related only to the below Released PAGA Claims.

On or about June 25, 2019, Plaintiff Efrain Pereda (“Plaintiff Pereda”) filed his initial complaint on behalf of himself and all other similarly situated persons employed by Defendant in California, Case No. RIC1903517 for various claimed violations of the California Labor Code (“Labor Code”) and the applicable Wage Order. Under PAGA, Plaintiff Pereda contends that Defendant violated the California Labor Code by: 1) failing to pay all wages; 2) failing to provide meal periods; 3) failing to provide and separately pay for all rest periods; 4) failing to reimburse for all necessary business-related expenses; 5) failing to timely pay final wages due at separation; 6) violating Labor Code section 204; 7) failing to provide accurate wage statements; and 8) failing to keep accurate records.

On or about April 26, 2023, Plaintiff Ruben Torres (“Plaintiff Torres”) filed his initial complaint on behalf of himself, Case No. 30-2023-01322117 for various claimed violations of Section 17200 et seq. of the California Business and Professions Code. Plaintiff Torres contends that Defendant violated the Business and Professions Code by: 1) failing to pay overtime; 2) failing to provide all meal periods; 3) failing to provide all rest periods; 4) failing to pay minimum wages for all hours worked; 5) failing to timely pay final wages due at separation; 6) failing to timely pay wages during employment; 7) failing to provide proper wage statements; 8) failing to keep complete or accurate payroll records; and 9) failing to reimburse necessary business expenses.

On May 14, 2024, the three Plaintiffs filed a Second Amended Complaint in the *Cazarez* case, which is now the operative complaint.

Defendant denies the allegations raised in each of the lawsuits and believes it has no liability for any of Plaintiffs’ or the Class Members’ claims under any statute, wage order, common law, or equitable theory. The Court has not reached any decisions about the merits of the cases and all claims remain disputed.

On or about April 24, 2024, the Parties reached a Settlement subject to Court approval as represented in the Stipulation and Settlement of Class and Representative Action (the “Settlement” or “Settlement Agreement”). The Parties agreed to settle the case as a Class Action.

Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendant has decided that the settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply that it has done anything wrong or legally actionable by settling this lawsuit.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of Three Million Two Hundred Fifty-Five Thousand Dollars (\$3,255,000) (“Gross Fund Value”), which includes all settlement payments, attorney’s fees, costs, costs of administering the Settlement, a payment to the Labor and Workforce Development Agency (“LWDA”) under PAGA, and the Class Representative Service Awards.

Each Participating Class Member will receive approximately \$ [redacted] for each pay period worked in the Class Period. Defendant’s records indicate that you worked approximately [redacted] pay periods during the Class Period. Based on these records, your estimated gross payment as a Class Member would be \$ [redacted], less taxes and withholdings, and your estimated payment under PAGA would be \$ [redacted]. Your PAGA payment will be reported on a Form 1099.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically canceled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

5. *Why Did Defendant Join in This Notice?*

Defendant does not admit any liability as to any claim alleged in the lawsuit and it denies that it owes money for any of the claims in this matter. Instead, Defendant is settling the lawsuit as a compromise to avoid the expense and further interruption of continued litigation. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. *Who Are the Plaintiffs in This Class Action?*

Edgar O. Castillo Cazarez, Efrain Pereda, and Ruben Torres are former employees of Defendant. They are the Plaintiffs and Class Representatives in this class action lawsuit. They are acting on behalf of themselves and on behalf of other members of the class.

7. *Who Are the Attorneys Representing the Parties?*

The Parties are represented by the following attorneys. Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent you.

Class Counsel

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8. *What are my Rights? How Will My Rights Be Affected?*

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you exclude yourself by following the Request For Exclusion procedure set forth below.

This Notice of Settlement states the total number of pay periods you worked for Defendant during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information in this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the pay period information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this Notice no later than February 1, 2024, 2024. You should submit to the Settlement Administrator documentation to support the number of pay periods you believe you worked during the Class Period. You should only submit copies, and not original records, as your documentation will not be returned to you. If there is a dispute about the pay periods you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE PAY PERIOD INFORMATION LISTED ABOVE OR EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE NUMBER OF PAY PERIODS SET FORTH ABOVE.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit a written Notice of Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, last four digits of your Social Security number or employee ID number, and a written statement of all grounds for the objection accompanied by the legal support, if any, for such objection. The Objection must be mailed or faxed to the Settlement Administrator (whose address is listed below) and must be postmarked or faxed no later than February 1, 2024, 2024. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for February 1, 2024, 2024 at 8:30 a.m. in Dept. 1 of the Riverside County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice to Class Members. However, Class Counsel or the Settlement Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Request for Exclusion

If you wish to be excluded from participating in the Settlement, you must submit a written Request for Exclusion form to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion form must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number or employee ID number. Your Request for Exclusion form also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion form must be postmarked or faxed no later than , 2024. Late Requests for Exclusion forms will not be considered. If you timely mail or fax a complete and valid Request for Exclusion, you will no longer be a member of the Class, you will not be eligible to receive money under the Settlement as a Class Member (though you will still receive a PAGA Payment), and you will not be able to object to the terms of the Settlement. You also will not be bound by the terms of the Settlement and you may pursue any valid claims you may have, other than the Released PAGA Claims, at your own expense, against Defendant.

Effect of the Settlement on Your Rights

Upon the final approval of the settlement by the Court, the Class Members (other than those who submit a valid Request for Exclusion) shall release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

“Released Parties” means the named Defendant, and its respective officers, directors, employees, and agents.

“Released Class Claims” means any and all claims alleged by Plaintiffs, on behalf of themselves and/or any putative class of employees, in the Action, based on the facts and causes of action alleged in the operative Second Amended Complaint in the Action, and that could have been asserted based on said facts and causes of action, including any and all claims relating to the payment of minimum wages and overtime due to off-the-clock work, rounding of hours worked, and piece rate violations, unpaid overtime due to inaccurate regular rate of pay calculations, unpaid wages for rest periods, recovery periods, and other non-productive time, meal periods violations, rest period violations, recovery period violations, failure to maintain accurate records, inaccurate wage statement, penalties, meal and rest period penalties, waiting time penalties, unreimbursed business expenses, paid sick leave, unfair business practices related to the alleged Labor Code violations, interest, and attorney’s fees and costs during the Class Period.

Additionally, all Class Members will release the “Released PAGA Claims” that arose during the Class Period. You cannot opt-out of the release of the alleged PAGA claims as the opt-out procedure does not apply to this claim.

“Released PAGA Claims” means all claims for statutory penalties that could have been sought by the Labor Commissioner for the claims described in the notices sent by Plaintiffs to the LWDA (dated March 1, 2019, May 9, 2019, and April 18, 2019) and alleged in the operative Second Amended Complaint. Plaintiffs do not release any aggrieved employee’s claims for wages or damages via the Released PAGA Claims. All Class Members shall receive their proportionate share of the PAGA Settlement Amount regardless of their decision to opt-out of the settlement of the class claims.

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representatives and the Settlement Class will be paid from the gross

settlement amount of \$3,255,000. The attorneys are seeking a fee of \$1,139,250 as well as reimbursement of their costs, up to \$60,000. Plaintiffs are seeking Service Awards of \$10,000 to each Plaintiff from the Settlement for their service as Class Representatives. Likewise, the Parties agree that \$250,000 shall be allocated to settle the PAGA claim, with \$187,500 to be paid to the LWDA, and the remaining \$62,500 to be divided among the Class Members and included in their Individual Settlement Payments. The Settlement Administrator estimates that the cost of administration will be approximately \$40,000. All of these amounts are to be deducted from the gross settlement, with the remainder available for distributions to Class Members who do not exclude themselves from the settlement.

10. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at ucpi.sco.ca.gov or (916) 445-5361 for instructions on how to retrieve the funds.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Kevin T. Barnes (323-549-9100) or email him at barnes@kbarnes.com or call the Settlement Administrator at the telephone number listed below, toll free.

Please refer to the West Coast Settlement Administrator.

West Coast Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FASCIMILE]

You can find a copy of the Settlement Agreement attached as **Exhibit 1** to the Declaration of Kevin T. Barnes In Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement filed on June 27, 2024, at the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501 and on the courts' website which is www.riverside.courts.ca.gov.

You can also find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the West Coast Settlement Administrator which is XXXXXXXX.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Riverside County Superior Court, the Honorable Judge Harold W. Hopp.

EXHIBIT 2

OBJECTION FORM

EDGAR O. CASTILLO CAZAREZ, ET AL., V. WEST COAST DRYWALL & CO., INC. DBA "WEST COAST DRYWALL & PAINT"

Superior Court of California, County of Riverside
Case No. RIC1902851

| YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT | |
|---|--|
| DO NOTHING | No action is required to get your share of this settlement. |
| EXCLUDE YOURSELF | <u>Get no payment.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant |
| OBJECT | If you so choose, you may object to this settlement. |

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before _____, 2024 as follows:

Settlement Administrator:
West Coast Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]
[TELEPHONE]
[FAX]

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – _____
(Social Security Number – last 4 digits only or Employee ID Number)

¹ If the settlement is approved you will still receive a payment for the portion of the settlement allocated to PAGA. However, you will not receive a payment from the class portion of the settlement.

EXHIBIT 3

REQUEST FOR EXCLUSION FORM

EDGAR O. CASTILLO CAZAREZ, ET AL., V. WEST COAST DRYWALL & CO., INC. DBA "WEST COAST DRYWALL & PAINT"

Superior Court of California, County of Riverside
Case No. RIC1902851

| YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT | |
|---|---|
| DO NOTHING | No action is required to get your share of this settlement. |
| EXCLUDE YOURSELF | <u>Get no payment.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendant. |
| OBJECT | If you so choose, you may object to this settlement. |

I declare as follows:

I am or was a West Coast Drywall & Co., Inc. dba "West Coast Drywall & Paint" non-exempt field employee, employed in California during the time period from May 9, 2018, through May 20, 2024. I have received and reviewed the Notice of Class and Representative Action Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the class portion of the proposed Settlement. I understand that this means I will not receive a payment from the class portion of the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – _____
(Social Security Number – last 4 digits only
Or Employee ID Number)

To be valid, this form must be completed accurately and in its entirety and mailed or faxed to the Settlement Administrator (whose contact information is below) on or before _____, 2024:

¹ If the settlement is approved you will still receive a payment for the portion of the settlement allocated to PAGA. However, you will not receive a payment from the class portion of the settlement.

West Coast Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]
[TELEPHONE]
[FAX]