

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
E-mail: lilit@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
E-mail: nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiffs RUDY VASQUEZ and IVAN
FUENTES

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

RUDY VASQUEZ and IVAN FUENTES,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

PARAGON FRAMING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2402378

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff Vasquez and Plaintiff Fuentes, the
Declaration of Lisa Mullins, the Declaration of
Martin L. Pitha, and the Declaration of Angela
Hoppe]*

PRELIMINARY APPROVAL HEARING

Date: July 29, 2025

Time: 8:30 a.m.

Dept.: 1

Reservation #: 692825744991

Action Filed: June 29, 2023

FAC Filed: September 25, 2023

Trial Date: Not Set

1 The Court has before it Plaintiffs Rudy Vasquez (“Plaintiff Vasquez”) and Ivan Fuentes’
2 (“Plaintiff Fuentes”) (together, “Plaintiffs”) Motion for Preliminary Approval of Class Action
3 and PAGA Settlement. Having reviewed the Motion and Memorandum of Points and
4 Authorities, the Class Action and PAGA Settlement Agreement (referred to herein as the
5 “Settlement Agreement”), the supporting declarations and attachments thereto, and good cause
6 appearing, the Court hereby finds and ORDERS as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary
9 approval. The Court grants preliminary approval of the Settlement and the Settlement Class
10 based upon the terms set forth in the Settlement Agreement attached to the Declaration of Kane
11 Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
12 Settlement (the “Moon Declaration”) as Exhibit 1. The Court preliminarily finds that the terms
13 of the Settlement Agreement appear to be within the range of possible approval, pursuant to
14 California Code of Civil Procedure section 382 and applicable law.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant Paragon Framing, Inc. (“Defendant”)
19 (together with Plaintiff, the “Parties”) agreed to create a common gross fund of at least
20 \$1,300,000.00 (the “Gross Settlement Amount), unless increased pursuant to paragraph 8 of the
21 Settlement Agreement, and in addition to Defendant’s employer’s share of applicable payroll
22 taxes attributable to the settlement payments allocated to wages, to cover (a) Individual Class
23 Payments to Participating Class Member; (b) \$75,000.00 allocated to settlement of claims for
24 penalties under the Private Attorneys General Act, Labor Code Section 2698, *et seq.* (“PAGA”),
25 distributed as 25% (\$18,750.00) to Aggrieved Employees and 75% (\$56,250.00) to the
26 California Labor and Workforce Development Agency (the “LWDA”); (c) the Class
27 Representative Enhancement Payments of up to \$10,000.00 per Plaintiff for their contributions
28 and participation in the litigation; (d) Class Counsel’s attorneys’ fees not to exceed 33 and 1/3%

1 or \$433,333.33 of the Gross Settlement Amount; (e) up to \$30,000.00 to reimburse Class
2 Counsel's costs for actual litigation expenses incurred; and (f) an Administration Expenses
3 Payment not to exceed \$30,000.00 to the Administrator for its fees and expenses in
4 administering this Settlement.

5 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
6 reasonable to the Class Members when balanced against the probable outcome of further
7 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
8 significant informal discovery, investigation, research, and litigation have been conducted such
9 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
10 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
11 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
12 the result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly,
13 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

14 4. A final fairness hearing on the question of whether the proposed Settlement
15 Agreement, Class Counsel's attorneys' fees and costs, the PAGA Penalties, and the Class
16 Representative Enhancement Payments should be finally approved as fair, reasonable, and
17 adequate as to the members of the Class is hereby set in accordance with the Implementation
18 Schedule set forth below.

19 5. The Court provisionally certifies, for settlement purposes only, the following
20 class (the "Class"): all current and former piece-rate and hourly-paid employees of Defendant
21 in California employed during the Class Period. The Class Period means the period from April
22 30, 2020, through June 30, 2025. Excluded from the Class is any Class Member who opts out
23 of the Class portion of the Settlement by sending the Administrator a valid and timely Request
24 for Exclusion.

25 6. Releases of Claims:

26 a. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
27 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and
28 the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiffs, Class

Members, and Class Counsel will release claims against all Released Parties as follows. (Settlement Agreement, ¶ 5.)

1) Plaintiffs' Release.

1. Scope of Plaintiffs' Release. Plaintiffs and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to the Plaintiffs' employment with or separation from Defendant through the Release Period, including a California Civil Code Section 1542 waiver. (Settlement Agreement, ¶ 5.1.1.)

2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party. (Settlement Agreement, ¶ 5.1.2.)

2) Release by Participating Class Members: The claims to be released by the Settlement Class Members as to the Released Parties include all claims under state, federal, and local law arising out of or related to the claims expressly pleaded in the Operative Complaint and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint for: (1) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (2) failure to pay overtime wages under Labor Code Sec. 510, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (6) failure to timely pay wages upon termination under Labor Code Sec. 203; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8)

violation of California’s unfair competition law under Business and Professions Code Sec. 17200; (9) civil penalties under PAGA (Cal. Lab. Code Sec. 2699). (Settlement Agreement, ¶ 5.2.)

3) Release by Class Members Who Are Aggrieved Employees: The claims to be released by Plaintiffs, the LWDA, and the State of California are for civil penalties under PAGA, based upon all claims that were pled in the Action arising under PAGA, but only to the extent that the claims were properly asserted in Plaintiffs’ April 28 and 30, 2024 PAGA Notices to the LWDA and the Operative Complaint. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiffs’ action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiffs but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but, provided they choose to opt out of this settlement and properly and timely follow the process for doing so as Non-Participating Class Members, may sue for damages or other remedies for the same alleged violations). All claims set forth above in Section 5.2 and/or in this Section 5.3 are referred to herein as the “Released Claims.” (Settlement Agreement, ¶ 5.3.)

b. Released Parties. “Released Parties” means: Paragon Framing Inc, and each of its former and present officers, directors, owners, employees, and agents. (Settlement Agreement, ¶ 1.39.)

7. Additional Key Terms under the Settlement Agreement:

a. “Class Period” the period from April 30, 2020, through June 30, 2025. (Settlement Agreement, ¶ 1.12.)

b. “PAGA Period” means the period from April 28, 2023, through June 30, 2025. (Settlement Agreement, ¶ 1.29.)

c. The “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Enhancement Payments, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and the Administration Expenses Payment. (Settlement Agreement, ¶ 1.26.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*)

d. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement. (Settlement Agreement, ¶ 1.33.)

e. “Aggrieved Employees” include all non-exempt hourly employees who were employed by Defendant in California at any time since October 9, 2021 through the date on which the Court grants Preliminary Approval of the Settlement. (Settlement Agreement, ¶ 2.)

f. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (Settlement Agreement, ¶ 28.)

g. “Workweek” means any week during which a Class Member worked for Defendant at least one day, during the Class Period. (Settlement Agreement, ¶ 1.43.)

h. Defendant shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (Settlement Agreement, ¶ 3.1.)

i. Tax Allocations:

1) 10% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). (Settlement Agreement, ¶ 3.2.4.1.) The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (*Id.*) The 90% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). (*Id.*) The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. (*Id.*) Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. (*Id.*)

2) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (Settlement Agreement, ¶ 3.2.5.1.)

j. Deadline for Cashing Settlement Checks. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. (Settlement Agreement, ¶ 4.4.1.) The face of each check shall

1 prominently state the date (not less than 180 days after the date of mailing) when the check will be
2 voided. (*Id.*) The Administrator will cancel all checks not cashed by the void date. The Administrator
3 will send checks for Individual Settlement Payments to all Participating Class Members (including those
4 for whom Class Notice was returned undelivered). (*Id.*) The Administrator will send checks for
5 Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members
6 who qualify as Aggrieved Employees (including those for whom Class Notice was returned
7 undelivered). (*Id.*) The Administrator may send Participating Class Members a single check combining
8 the Individual Class Payment and the Individual PAGA Payment. (*Id.*) Before mailing any checks, the
9 Settlement Administrator must update the recipients' mailing addresses using the NCOA database. (*Id.*)
10 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is
11 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
12 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
13 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure §
14 384(b). (*Id.* at ¶ 4.4.5.)

15 8. The Court finds, for settlement purposes only, that the Class meets the
16 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
17 the t Class is so numerous that joinder is impractical; (2) there are questions of law and fact that
18 are common, or of general interest, to all Class Members, which predominate over individual
19 issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and
20 Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a
21 class action is superior to other available methods for the fair and efficient adjudication of the
22 controversy.

23 9. The Court appoints, for settlement purposes only, Plaintiffs Rudy Vasquez and
24 Ivan Fuentes as the Class Representatives. The Court approves, on a preliminary basis, Class
25 Representative Enhancement Payments of up to \$10,000.00 to each Plaintiff (\$20,000.00 total)
26 for their contributions and participation in the litigation, and for the risks assumed therefore. To
27 the extent the final amount awarded at the Final Approval Hearing is less than \$10,000.00 to
28 each Plaintiff, the Administrator will retain the remainder in the Net Settlement Amount.

1 10. The Court appoints, for settlement purposes only, Moon Law Group, PC as Class
2 Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request
3 attorneys' fees of up to 33 and 1/3% or \$433,333.33 of the Gross Settlement Amount, and
4 reimbursement for actual costs not to exceed \$30,000.00. To the extent the final amounts
5 awarded at the Final Approval Hearing are less than the foregoing, the Administrator will retain
6 the remainder in the Net Settlement Amount.

7 11. The Court appoints ILYM Group, Inc. as the Administrator with payment for
8 reasonable administration costs not to exceed \$30,000.00, except upon a showing of good cause
9 and as approved by the Court. To the extent actual administration expenses are less than
10 \$30,000.00, the Administrator will retain the remainder in the Net Settlement Amount. The
11 Administrator shall perform services and duties as provided for in the Settlement Agreement,
12 including, but not limited to, mailing, via first-class U.S. Mail, of the Class Notice, Request for
13 Exclusion Form, and Objection Form. Class Members and/or Aggrieved Employees shall not
14 be required to submit a claim form as a condition of payment.

15 12. The Court approves, as to form and content, the revised Class Notice, attached
16 hereto as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution of
17 the Class Notice to Class Members satisfies due process, provides the best notice practicable
18 under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

19 13. The Court approves, as to form and content, the Request for Exclusion Form,
20 attached hereto as **Exhibit B**. Class Members who wish to exclude themselves from the
21 Settlement shall submit a written request using the attached Request for Exclusion Form, which
22 shall be timely submitted to the Administrator and shall not be submitted to the Court. The
23 Administrator shall send copies of any exclusion forms received to the Parties' respective counsel.
24 In the Administrator's declaration to be filed concurrently with the filing of any motion for final
25 approval, the Administrator shall authenticate a copy of every exclusion form received.

26 14. Any Class Member who does not request exclusion from the Settlement may
27 object to the Settlement Agreement. The Court approves, as to form and content, the Objection
28 Form, attached hereto as **Exhibit C**. Participating Class Members who wish to object to the

Settlement may submit a written objection using the attached Objection Form, which shall be timely submitted to the Administrator and shall not be submitted to the Court. The Administrator shall send copies of any objection forms received to the Parties' respective counsel. In the Administrator's declaration to be filed concurrently with the filing of any motion for final approval, the Administrator shall authenticate a copy of every objection form received. Participating Class Members may also object to the Settlement by appearing at the Final Approval Hearing and stating an oral objection.

15. The Parties and Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within 21 calendar days after entry of the Preliminary Approval Order
Administrator to mail the Class Notice and Forms	Within 14 calendar days after receipt of the Class Data
Response and Opt-Out Deadline	Within 45 calendar days after mailing (extended by 14 days for re-mailed Notices)
Deadline to file Motion for Final Approval	At least 16 court days before Final Approval Hearing
Final Approval Hearing	December 9, 2025 at 8:30 a.m./p.m

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members. However, Class Counsel and/or the Administrator shall give notice to any objecting party of any continuance of the Final Approval Hearing.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

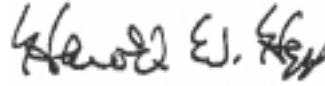
19. The Settlement Agreement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other

1 than as may be necessary to consummate or enforce the Settlement Agreement. The obligations set
2 forth in the Settlement Agreement are deemed part of this Order.

3 20. The Class is not enjoined from filing any actions or administrative proceedings
4 pending the final hearing on settlement or for any other period.

5 **IT IS SO ORDERED.**

6 DATE: ~~CE * ~ • A E C G~~



7 _____
8 Hon. Harold W. Hopp
9 Judge of the Riverside County Superior Court

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ud Vasquez and Ivan Fuentes v. Paragon Framing, Inc., Case No.: CVRI2402378

*he Superior Court for the State of California authorized this Notice. ead it carefull
It's not un mail, spam, an advertisement, or solicitation a law er. ou are not eing sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Paragon Framing Inc (“Paragon” or “Defendant”) for alleged wage and hour violations. The Action was filed by former employees, Rudy Vasquez and Ivan Fuentes (“Plaintiffs”), and seeks payment of (1) back wages and other relief for a class of all current and former piece-rate and hourly-paid employees (the “Class Members”) of Defendant in California employed during the Class Period (from April 30, 2020, through June 30, 2025); and, (2) penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for all current and former piece-rate and hourly-paid employees (the “Aggrieved Employees”) of Defendant in California employed during the PAGA Period (from April 28, 2023 through June 30, 2025).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). If you wish to review the proposed Settlement, the Settlement Agreement is attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on June 16, 2025.

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your individual share of the Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for such a payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Release Period, and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
You Can Participate in the Final Approval Hearing	<p>The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to (1) to pay minimum and straight time wages; (2) to pay overtime wages; (3) to provide meal periods; (4) to authorize and permit rest periods; (5) to reimburse necessary business expenses; (6) to timely pay all wages to terminated employees; (7) to furnish accurate itemized wage statements; and by (8) violating California Business and Professions Code section 17200 et seq. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA Claims"). Plaintiffs are represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiffs' claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator, to help resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, the Parties continued settlement negotiations, which eventually resulted in the Parties' agreement to settle this matter. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$1,300,000.00 as the Gross Settlement Amount (GSA). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Enhancement Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant has agreed to fully fund the Gross Settlement Amount. Within 7 days of each installment payment by Defendant of the GSA, the Administrator will mail all requisite payments to Class Members, Aggrieved Employees, the LWDA, Class Counsel, and the Administrator.

2. Court Approved Deductions from GSA. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$433,333.33 (33 and 1/3% of the GSA) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 per Plaintiff for the Class Representative Enhancement Payments for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$30,000.00 to the Administrator for services administering the Settlement.
- D. \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA (\$56,250.00) and 25% to Individual PAGA Payments (\$18,750.00) to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA 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 cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his or her authorized representative setting forth a Class Member's name, present address and email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for an Individual PAGA Payment and are required to give up their right to assert PAGA Claims against Defendant based on the alleged PAGA violations in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator's contact information is in Section 9 below.

9. Participating Class Members' Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

The claims to be released by the Settlement Class Members as to the Released Parties include all claims under state, federal, and local law arising out of or related to the claims expressly pleaded in the Operative Complaint and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint for: (1) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (2) failure to pay overtime wages under Labor Code Sec. 510, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (6) failure to timely pay wages upon termination under Labor Code Sec. 203; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) violation of California's unfair competition law under Business and Professions Code Sec. 17200; (9) civil penalties under PAGA (Cal. Lab. Code Sec. 2699).

10. Aggrieved Employees' PAGA Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will be barred from asserting PAGA Claims against the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The claims to be released by Plaintiffs, the LWDA, and the State of California are for civil penalties under PAGA, based upon all claims that were pled in the Action arising under PAGA, but only to the extent that the claims were properly asserted in Plaintiffs' April 28 and 30, 2024 PAGA Notices to the LWDA and the Operative Complaint. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiffs' action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiffs but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but, provided they choose to opt out of this settlement and properly and timely follow the process for doing so as Non-Participating Class Members, may sue for damages or other remedies for the same alleged

violations). All claims set forth above in Section 5.2 and/or in this Section 5.3 are referred to herein as the “Released Claims.”

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Release Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant’s Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don’t opt-out) and all Class Members who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, address and email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Action as *ud Vasquez and Ivan Fuentes, v. Paragon Framing, Inc.*, and include your identifying information (full name, address, telephone number) and approximate dates of employment. You must make the request yourself or through an authorized representative. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service payments to Plaintiffs stating (i) the amount Class Counsel is requesting for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; and (ii) the amount Plaintiffs are requesting as a Class Representative Enhancement Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and an enhancement payment to Plaintiffs may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you

object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, address and email address or telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 1 of the Riverside Superior Court, located at 4050 Main Street Riverside, CA 92501. You may also attend via videoconference by consulting the Riverside County Superior Court's website at <https://www.riverside.courts.ca.gov>. Click on the "General Information" tab, scroll to "Remote Appearances," and select "Appearing Remotely in Civil." Then choose "Riverside Historic Courthouse" to access the appropriate remote hearing link for Department 1. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the GSA will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend).

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Riverside County Superior Court website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Kane Moon
kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan
lilit@moonlawgroup.com
Nichelle Christopherson
nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Defendant's Counsel:

Martin L. Pitha
LILLIS PITHA LLP
4100 Newport Place Drive, Suite 800
Newport Beach, California 92660
Telephone: (949) 209-9021
Facsimile: (949) 759-1845
Email: mpitha@lp-lawyers.com

Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

12. WHAT IS A PAGA PENALTY?

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share 25% of its penalties with the affected employees (here, the Aggrieved Employees). The PAGA settlement proposed as part of this Settlement is a settlement of the State's PAGA claim.

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE
Rudy Vasquez and Ivan Fuentes v. Paragon Framing, Inc.
Case No. CVRI2402378



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the Settlement. You may also object to the Settlement by making an oral objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit an Exclusion Form. If your objection is rejected by the Court, you will receive your Individual Settlement Share, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email provided below and be postmarked or have a transmission date on or before [REDACTED], 2025.

I object to the settlement in *Rudy Vasquez and Ivan Fuentes v. Paragon Framing, Inc.* because _____

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Rudy Vasquez and Ivan Fuentes v. Paragon Framing, Inc. Settlement

c/o ADMIN ADDRESS

Tel: (800) XXX-XXXX | Fax: (XXX) XXX-XXXX | Email: XXXX@XXXX.com

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE
Rudy Vasquez and Ivan Fuentes v. Paragon Framing, Inc.
Case No. CVRI2402378

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to object to the Settlement. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Share, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. However, even if you exclude yourself from the Class, you will still receive a PAGA Payment Share, if eligible.

If you wish to remain in the Class and receive an Individual Settlement Share, you may disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court grants final approval of the Settlement.

To be valid, your Exclusion Request Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email address provided below and be postmarked or have a transmission date on or before [REDACTED], 2025.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *RUDY VASQUEZ AND IVAN FUENTES v. PARAGON FRAMING, INC.* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT SHARE (IF ELIGIBLE).

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator's contact information?

Rudy Vasquez and Ivan Fuentes v. Paragon Framing, Inc. Settlement

c/o ADMIN ADDRESS

Tel: (800) XXX-XXXX | Fax: (XXX) XXX-XXXX | Email: XXXX@XXXX.com