

Exhibit “B”

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BALTAZAR CONSTRUCTION, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FRANCISCO SALOME RENOJ
HERNANDEZ, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

BALTAZAR CONSTRUCTION, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV11456

*Assigned for all purposes to: Honorable
Yvette M. Palazuelos, Department 9*

**SECOND AMENDED JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: March 24, 2021
Trial: None Set

**SECOND AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT**

This Second Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Francisco Salome Renoj Hernandez, individually and on behalf of the Class, and Defendant Baltazar Construction, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Second Amended Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” represents all causes of action, claims, and allegations in the operative complaint filed in *Francisco Salome Renoj Hernandez v. Baltazar Construction, Inc.*, Case No. 21STCV11456, pending before the Los Angeles County Superior Court.

3. “Class Counsel” means Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (\$189,000.00) and the reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days after the Court enters and order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA

Period; (8) the amount of any Prior Release Payments made by Defendant to each Class Member; and (9) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class Members,” “Putative Class Members,” “Class,” and “Putative Class” means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the Class Period.

7. “Class Notice” means the Notice of Proposed Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, as approved by the Court, and in both English and Spanish, that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

8. “Class Period” means the period commencing on March 24, 2017, and ending on either date of Preliminary Approval, or sixty (60) days from the date of mediation (i.e, November 13, 2021), whichever date occurs earlier.

9. “Class Representative” means Plaintiff Francisco Salome Renoj Hernandez in his capacity as representative of the Participating Class Members.

10. “Class Representative Incentive Payment” means the amount that the Court authorizes to be paid to Plaintiff Salome Renoj Hernandez, in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of her claims as provided herein.

11. “Court” means the Superior Court of the State of California for the County of Los Angeles.

12. “Defendant” means Baltazar Construction, Inc.

13. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

1 14. “Final Approval” means the Court entering an order granting final approval of
2 the Settlement Agreement.

3 15. “Gross Settlement Amount” means the sum of Five Hundred Forty Thousand
4 Dollars (\$540,000.00) to be paid by Defendant in full satisfaction of all of Defendant’s liabilities
5 in the Action, including Class Counsel’s Fees and Costs, Class Representative Incentive Payment,
6 Payments to Class Members, PAGA Payment, and Settlement Administration Costs. Defendants
7 shall receive a credit towards the Gross Settlement Amount in the amount of Ninety One
8 Thousand Five Hundred Dollars and Zero Cents (\$91,500.00) for Prior Release Payments already
9 paid to Class Members by Defendant. Thus, the additional total payment to be made by
10 Defendants in connection with the Settlement shall be Four Hundred Forty-Eight Thousand Five
11 Hundred Dollars and Zero Cents (\$448,500.00). The Gross Settlement Amount does not include
12 any employer-side taxes and withholdings, which will be calculated by the Settlement
13 Administrator and separately paid for by Defendant. The Gross Settlement Amount is non-
14 reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15 16. “Individual Settlement Payment” means the amount payable from the Net
16 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
17 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
18 Payments shall be paid by a settlement check made payable to Participating Class Members and/or
19 PAGA Members. Any Participating Class Members who received payments from the Prior
20 Release Payments made by Defendant shall have such amounts credited against their Individual
21 Settlement Payment. The Settlement Administrator shall undertake all necessary calculations to
22 ensure that the Individual Settlement Payment to any Participating Class Member who did not
23 receive a Prior Release Payment shall be, at a minimum, at least \$500.00 more than any
24 Participating Class Member who received a Prior Release Payment.

25 17. “Net Settlement Amount” means the funds available for payments to the Putative
26 Class, which shall be the amount remaining after the following amounts are deducted from the
27 Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
28 Administration Costs, (4) Class Representative Incentive Payment to Plaintiff, and (5) PAGA

1 Penalties to the California Labor and Workforce Development Agency (“LWDA”) and PAGA
2 Members.

3 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
4 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

5 19. “PAGA Penalties” means the amount that the Parties have agreed to allocate in
6 order to settle claims arising under PAGA. The Parties have agreed that Fifty Thousand Dollars
7 (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s
8 PAGA claims. Seventy-five percent (75%) of the PAGA Penalties (i.e., \$37,500.00) will be paid
9 to the LWDA in accordance with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent
10 (25%) of the PAGA Penalties (*i.e.*, \$12,500.00), will be distributed to PAGA Members. PAGA
11 Members will receive payment from the employee portion of the PAGA Penalties regardless of
12 their decision to participate in the class action if the PAGA Penalties is approved by the Court.

13 20. “PAGA Period” means the period commencing on March 22, 2020, and ending on
14 either date of Preliminary Approval, or sixty (60) days from the date of mediation (*i.e.*, November
15 13, 2021), whichever date occurs earlier.

16 21. “PAGA Members” means all current and former hourly-paid, non-exempt
17 employees of Defendant who were employed by Defendant in the state of California at any time
18 during the PAGA Period.

19 22. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
20 either Plaintiff or Defendant, individually.

21 23. “Participating Class Members” means all Class Members who do not submit a
22 valid and timely Request for Exclusion.

23 24. “Plaintiff” means Francisco Salome Renoj Hernandez.

24 25. “Preliminary Approval” means the Court order granting preliminary approval of
25 the Settlement Agreement.

26 26. “Prior Release Payments” means the Ninety One Thousand Five Hundred Dollars
27 and Zero Cents (\$91,500.00) in release payments Defendant certifies have already been made to
28 Class Members following the filing of the Action. Defendant further certify that 183 Class

Members who worked 10,804 Workweeks received Prior Release Payments, and that 134 Class Members have not received Prior Release Payments.

27. “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employee’s social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. “Released Class Claims” means any and all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in this action including the following claims: (i) failure to pay all regular wages, minimum wages, prevailing wages, and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; and (ix) failure to maintain required payroll records .

29. “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that are alleged, or reasonably could have been alleged based on the facts and claims, causes of action or legal theories described above in the Released Class Claims or any of the claims, causes of action asserted in the PAGA Notice provided to the LWDA and the legal theories pled in the operative complaint including but not limited to Labor Code sections 210, 226.3, 227.3, 1197.1, 558, and 2699.

30. “Released Parties” means Defendant Baltazar Construction, Inc., as named by Plaintiff in the operative complaint in the Action, and all of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives,

attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

31. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Hernandez v. Baltazar Construction, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

32. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Class Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or workweek disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the settlement.

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

1 34. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent
2 that they do not have any financial interest in the Settlement Administrator or otherwise have a
3 relationship with the Settlement Administrator that could create a conflict of interest.

4 35. “Settlement Administration Costs” means the costs payable from the Gross
5 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
6 but not limited to, printing, distributing, and tracking documents for this Settlement,
7 calculating/confirming the Class Members’ Workweeks from the information contained in the
8 Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax
9 reporting, distributing the Gross Settlement Amount, providing necessary reports and
10 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
11 as requested by the Parties or the Court. Settlement Administration Costs shall not exceed Fifteen
12 Thousand Dollars (\$15,000.00).

13 36. “Workweek” means any calendar week (*i.e.*, a week beginning with Sunday and
14 ending with Saturday) in which a Class Member or PAGA Member worked at least one day.

15 **TERMS OF AGREEMENT**

16 37. Settlement Consideration. Defendant shall fully fund the Gross Settlement
17 Amount (less the amounts already paid by Defendant by way of the Prior Release Payments)
18 following Final Approval by the Court and the occurrence of the Effective Date. The following
19 will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments,
20 the Class Representative Incentive Payment, Class Counsel’s Fees and Costs, the PAGA
21 Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for
22 any employer-side payroll taxes due on the Individual Settlement Payments, or as a result of an
23 increase in the number of workweeks as set forth below, Defendant shall not be required to pay
24 more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no
25 portion of the Gross Settlement Amount will revert to Defendant.

26 38. Potential Increase to the Gross Settlement Amount. Defendant has represented
27 there are approximately 13,722 Workweeks during the Class Period. Should the actual number of
28 Workweeks exceed this number by more than ten percent (10%) (*i.e.*, increase by more than 1,372

Workweeks), the Gross Settlement Amount shall increase on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11% to 15,231 Workweeks, the Gross Settlement Amount will increase by 1%).

39. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount (less the amounts already paid by Defendant by way of the Prior Release Payments), and all applicable employer-side payroll taxes, into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fourteen (14) calendar days after Final Approval of the Settlement.

40. Distribution of the Gross Settlement Amount. Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment; (d) Class Counsel’s Fees and Costs and (e) Settlement Administration Costs. If the Settlement Administrator asks for the Parties’ approval prior to distributing the court approved allocations and corresponding payments, the Parties shall provide their approval within three (3) business days. If either Party has an objection to the court approved allocations and disbursement schedule, it must seek *ex parte* relief from the Court about its objection, unless both Parties agree to an alternate date for distribution.

41. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees of up to thirty-five percent (35%) of the Gross Settlement Amount (\$189,000.00) plus the reimbursement of costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement Amount. Defendant agrees that it does not and shall not oppose Plaintiff’s contention that the filing of the Action had the catalytic effect of prompting Defendant to pay the \$91,500.00 in Prior

1 Release Payments to Class Members, and that Class Counsel should recover attorney's fees for
2 their roles in securing the Prior Release Payments. Defendant and Defendant's counsel agree to
3 provide Class Counsel with a declaration confirming that Defendant's payment of the Prior
4 Release Payments was prompted by the filing of the Actions should the Court require additional
5 information in support of any Plaintiff's requested fee award or if necessary to obtain approval of
6 Plaintiff's requested fee award. Any portion of the requested fees or costs that is not awarded by
7 the Court to Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
8 Participating Class Members as provided in this Agreement.

9 42. Class Representative Incentive Payment. Defendant agrees not to oppose or object
10 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Five
11 Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Francisco Salome Renoj Hernandez.
12 The Class Representative Incentive Payment is in exchange for the General Release of Plaintiff's
13 individual claims, and for Plaintiff's time, effort and risk in bringing and prosecuting the Action.
14 Any adjustments made by the Court to the requested Class Representative Incentive Payment
15 shall not be deemed a material modification of this Agreement. In the event that the Court reduces
16 or does not approve the requested Class Representative Incentive Payment, the Settlement
17 Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the
18 settlement for that reason, it shall remain binding, and any portion of the requested Class
19 Representative Incentive Payment that is not awarded by the Court to the Class Representative
20 shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members
21 as provided in this Agreement.

22 43. Settlement Administration Costs. The Settlement Administrator will be paid for
23 the reasonable costs of administration of the Settlement and distribution of payments from the
24 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
25 shall not exceed Fifteen Thousand Dollars (\$15,000.00).

26 44. PAGA Penalties. Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement
27 Amount shall be allocated for settlement of claims for civil penalties under PAGA. The
28 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or Thirty-

Seven Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. The remaining twenty-five percent (25%) of the PAGA Penalties, or Twelve Thousand Five Hundred Dollars (\$12,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the class settlement.

45. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	540,000.00
Class Representative Incentive Payment:	\$	5,000.00
Class Counsel's Fees:	\$	189,000.00
Class Counsel's Costs:	\$	20,000.00
PAGA Penalties:	\$	50,000.00
Settlement Administration Costs:	\$	15,000.00
Estimated Net Settlement Amount:	\$	261,000.00

46. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Penalties for PAGA Members and shall be paid pursuant to the formulas set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of workweeks worked by each Participating Class Member during the Class Period. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net Settlement Amount. Any Participating Class Members who received payment from the Prior

1 Release Payments made by Defendants shall have such amounts credited against the class portion
2 of their Individual Settlement Payment. Further, the Settlement Administrator shall undertake all
3 necessary calculations to ensure that the Individual Settlement Payment paid to any Participating
4 Class Member who did not receive a Prior Release Payment shall be, at a minimum, at least
5 \$500.00 more than any Participating Class Member who received a Prior Release Payment.

6 b) Calculation of PAGA Portion of Individual Settlement Payments. The
7 Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding
8 the number of workweeks worked by each PAGA Member during the PAGA Period. The amount
9 that each PAGA Member will receive will be calculated by dividing each participating PAGA
10 Member's individual Workweeks by the total Workweeks of all PAGA Members, and
11 multiplying the resulting fraction by the 25% share of the PAGA Penalties designated for
12 distribution to PAGA Members. PAGA Members shall receive this portion of their Individual
13 Settlement Payment regardless of whether they opt out of the participation regarding the class
14 claims.
15

16 c) Allocation of Individual Settlement Payments. All Individual Settlement
17 Payments will be allocated as follows: ten percent (20%) of each Individual Settlement Payment
18 will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty (40%) shall
19 be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages
20 will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage
21 payments will be reported on an IRS Form-1099 by the Settlement Administrator.

22 47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
23 Participating Class Members under this Settlement, as well as any other payments made pursuant
24 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
25 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
26 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
27 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
28

1 affect any rights, contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3 48. Settlement Administration Process. The Parties agree to cooperate in the
4 administration of the Settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
6 will provide the following services:

7 48(a) Establish and maintain a Qualified Settlement Fund.

8 48(b) Calculate the Individual Settlement Payment each Participating Class
9 Member is eligible to receive and the portion of the PAGA Penalties
10 each PAGA Member shall receive.

11 48(c) Translate the Class Notice from English to Spanish.

12 48(d) Print and mail the Class Notice in English and Spanish.

13 48(e) Perform address searches as detailed herein, including conduct
14 additional address searches and skip traces for mailed Class Notices
15 that are returned as undeliverable.

16 48(f) Process Requests for Exclusion, Objections, calculate Participating
17 Class Members' Individual Settlement Payment, field inquiries or
18 disputes from Class Members.

19 48(g) Print and issue Settlement Payment Checks, prepare any IRS W2 and
20 1099 Tax Forms and any other filings required by any governmental
21 taxing authority.

22 48(h) Provide declarations and/or other information to this Court as requested
23 by the Parties and/or the Court.

24 48(i) Provide weekly status reports to counsel for the Parties.

25 48(j) Posting a notice of final judgment, after entry of the judgment, online
26 at the Settlement Administrator's website for a period of sixty (60) days
27 pursuant to California Rule of Court 3.769.

28 49. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary

1 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a
2 material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to
3 void the Agreement.

4 50. Class Notice by First-Class U.S. Mail. Within seven (7) calendar days after
5 receiving the Class List from Defendant, the Settlement Administrator will mail the Class Notice
6 (in both English and Spanish) to all Class Members via regular First-Class U.S. Mail, using the
7 most current, known mailing addresses identified in the Class List. The Parties may not vary from
8 the form of the Class Notice approved by the Court. If the Settlement Administrator asks for the
9 Parties' approval prior to mailing the court approved Class Notice, the Parties shall provide their
10 approval within three (3) business days. If either Party has an objection to the court approved
11 form of the Class Notice, it must seek *ex parte* relief from the Court about its objection.

12 51. Confirmation of Contact Information in the Class List. Prior to mailing, the
13 Settlement Administrator will perform a search based on the National Change of Address
14 Database for information to update and correct for any known or identifiable address changes.
15 Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the
16 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
17 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
18 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
19 promptly attempt to determine the correct address using a skip-trace, or other search using the
20 name, address and/or Social Security number of the Class Member involved, and will then
21 perform a single re-mailing. If any Class Notice sent to a Class Member by the Settlement
22 Administrator is returned as undeliverable to a current employee, then Defendant shall make all
23 reasonable efforts to obtain the current address from the Class Member and provide the same
24 within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members
25 who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the
26 later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a
27 Request for Exclusion, or an Objection to the Settlement, or to submit workweek disputes.

28 52. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice

1 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
2 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
3 Member worked for Defendant during the Class Period; (e) each Class Member's estimated
4 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;
5 (f) the dates which comprise the Class Period and PAGA Period; (g) the deadlines by which the
6 Class Member must postmark Requests for Exclusion, Objections to the Settlement, or workweek
7 disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval
8 hearing.

9 53. Disputed Information on Class Notice. Class Members will have an opportunity
10 to dispute the information provided in their Class Notice. To the extent Class Members dispute
11 the number of Workweeks with which they have been credited or the amount of their Individual
12 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
13 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
14 Defendant's records will be presumed determinative. However, if a Class Member produces
15 evidence contrary to Defendant's records by the Response Deadline, the Settlement Administrator
16 shall notify Class Counsel, and Defendant's counsel to discuss and resolve the dispute, including
17 providing all available relevant information to all counsel. The Parties will resolve all disputes
18 jointly, which shall be final and binding on any Class Member disputes, and shall thereafter
19 instruct the Settlement Administrator how to proceed in processing the dispute. If the Parties
20 cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a
21 determination and if the dispute remains unresolved after that, the dispute shall be submitted to
22 the Court for final determination. All such disputes are to be resolved or submitted to the Court
23 no later than fourteen (14) calendar days after the Response Deadline.

24 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as
25 to the requirements listed herein, that Class Member will be given an opportunity to cure the
26 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
27 business days of receiving the defective submission to advise the Class Member that his or her
28 submission is defective and that the defect must be cured to render the Request for Exclusion

1 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
2 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
3 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
4 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
5 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
6 untimely. Any dispute regarding the validity of a Request for Exclusion falls solely within the
7 discretion of the Settlement Administrator unless both Parties stipulate otherwise.

8 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
9 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
10 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
11 address, telephone number, and the last four digits of the Class Member's Social Security number
12 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
13 settlement of the class claims similar to the following: "I wish to exclude myself from the class
14 settlement reached in the matter of *Hernandez v. Baltazar Construction, Inc.* I understand that by
15 excluding myself, I will not receive money from the settlement of my individual claims." The
16 date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
17 means to determine whether a Request for Exclusion has been timely submitted. All Requests for
18 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
19 Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All
20 Class Members who do not request exclusion from the Action will be bound by all terms of the
21 Settlement Agreement if the Settlement is granted final approval by the Court. The Request for
22 Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

23 56. Defendant's Right to Rescind. If ten percent (10%) or more of the Class Members
24 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
25 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
26 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
27 this right and must make clear its intent to rescind the Agreement no later than ten (10) calendar
28 days after the Response Deadline. If Defendant exercises its right to rescind the Agreement,

1 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of
2 rescission.

3 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
4 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
5 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
6 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
7 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
8 or release. The names of Class Members who have opted-out of the settlement shall be disclosed
9 to the Counsel for Plaintiff and Defendant and noted in the proposed Judgment submitted to the
10 Court.

11 58. Objection Procedures. To object to the Settlement, a Participating Class Member
12 must postmark a valid Objection to the Settlement Administrator on or before the Response
13 Deadline. The Objection must be signed by the Participating Class Member and contain all
14 information required by this Settlement Agreement including the Class Member's full name,
15 address, telephone number, the last four digits of their social security number and/or Employee
16 ID number, and the specific reason including any legal grounds for the Participating Class
17 Member's objection. The postmark date will be deemed the exclusive means for determining that
18 the Objection is timely. Any dispute regarding the validity of an Objection falls solely within the
19 discretion of the Settlement Administrator unless both Parties stipulate otherwise. Participating
20 Class Members who fail to object in the manner specified above will be foreclosed from making
21 a written objection, but shall still have a right to appear at the Final Approval Hearing in order to
22 have their objections heard by the Court. At no time will any of the Parties or their counsel seek
23 to solicit or otherwise encourage Participating Class Members to submit written objections to the
24 Settlement or appeal from the Order and Judgment. Class Counsel will not represent any
25 Participating Class Members with respect to any objections to this Settlement.

26 59. Certification Reports Regarding Individual Settlement Payment Calculations. The
27 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
28 which certifies: (a) the number of Class Members who have submitted Requests for Exclusion;

1 (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class
2 Member has submitted a challenge to any information contained in the Class Notice. Additionally,
3 the Settlement Administrator will provide to counsel for all Parties any updated reports regarding
4 the administration of the Settlement Agreement as needed or requested. The Settlement
5 Administrator will provide a declaration to Class Counsel in advance of the hearing on Final
6 Approval of the settlement which Class Counsel shall be responsible for reviewing and approving.

7 60. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
8 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
9 eighty (180) calendar days. If a Participating Class Member and/or PAGA Member does not cash
10 his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall
11 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
12 Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those Participating Class
13 Members and/or PAGA Members who did not cash their checks until such time that they claim
14 their property. The Parties agree that this disposition results in no “unpaid residue” under
15 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
16 Participating Class Members and PAGA Members, whether or not they all cash their settlement
17 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The
18 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
19 shall prominently state the expiration date or a statement that the settlement check will expire in
20 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
21 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
22 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
23 agree no unclaimed funds will result from the settlement process detailed in this Agreement.

24 61. Administration of Taxes by the Settlement Administrator. The Settlement
25 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
26 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
27 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
28 all payroll taxes and penalties to the appropriate government authorities.

1 62. Tax Liability. Defendant makes no representation as to the tax treatment or legal
2 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
3 not relying on any statement, representation, or calculation by Defendant or by the Settlement
4 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
5 except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely
6 responsible for the payment of any taxes and penalties assessed on the payments described herein.
7 Defendant's share of any employer-side payroll taxes and other required employer withholdings
8 due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and
9 FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

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

26 64. No Prior Assignments. The Parties and their counsel represent, covenant, and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
28 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action or right herein released and discharged.

2 65. Release by Participating Class Members, PAGA Members, the LWDA and the
3 State of California. Upon the funding of the Gross Settlement Amount and all applicable
4 employer-side payroll taxes by Defendant, Participating Class Members shall fully release and
5 discharge the Released Parties from any and all Released Claims arising during the Class Period.
6 This release shall be binding on all Participating Class Members. All PAGA Members, the
7 LWDA, and the State of California shall release the Released PAGA Claims for the PAGA
8 Period. All PAGA Members shall release claims arising under PAGA during the PAGA Period
9 regardless of their decision to participate in the class settlement.

10 66. Release of Additional Claims & Rights by Plaintiff. Upon the funding of the Gross
11 Settlement Amount, Plaintiff will agree to the additional following General Release: In
12 consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby
13 releases the Released Parties from all claims, demands, rights, liabilities and causes of action of
14 every nature and description whatsoever, known or unknown, asserted or that might have been
15 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation
16 arising out of, relating to, or in connection with any act or omission by or on the part of any of
17 the Released Party committed or omitted prior to the execution thereof. Specifically, Plaintiff
18 will expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights
19 and benefits afforded of section 1542 of the California Civil Code, or any other provision under
20 federal or state law, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
22 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
23 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
24 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
25 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

26 This release specifically excludes claims for unemployment insurance, disability, social
27 security, and workers' compensation (with the exception of claims arising pursuant to California
28 Labor Code sections 132(a) and 4553).

1 67. Neutral Employment Reference. Defendant agrees that it will adopt a neutral
2 reporting policy regarding any future employment references related to Plaintiff. In the event that
3 any potential or future employers of Plaintiff request a reference regarding Defendant's
4 employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles
5 during employment, and final rate of pay. Defendant shall not refer to the Action or this
6 Settlement.

7 68. Nullification of Settlement Agreement. In the event that: (a) the Court does not
8 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
9 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
10 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
11 documents generated to bring it into effect, will be null and void, all amounts deposited into the
12 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
13 positions. Any order or judgment entered by the Court in furtherance of this Settlement
14 Agreement will likewise be treated as void from the beginning. Pursuant to California Evidence
15 Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding
16 to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the
17 Parties agree that this Settlement Agreement is void, and remains protected by California
18 Evidence Code § 1152. Should the Court fail to approve this settlement for any reason, the Parties
19 agree that they will return to and attend mediation with a mutually agreed mediator in an effort to
20 reach a settlement that may be approved by the Court.

21 69. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
22 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
23 Approval Order for: (a) conditional certification of the Putative Class for settlement purposes only,
24 (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
25 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
26 Class Notice to be sent to all Class Members as specified herein. In conjunction with the
27 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
28 the Settlement, and will include the proposed Class Notice attached as Exhibit A. Class Counsel

1 will be responsible for drafting all documents necessary to obtain Preliminary Approval but shall
2 provide the Motion for Preliminary Approval to Defendant's Counsel at least three (3) calendar
3 days in advance of submission for their review and comment. Defendant may provide additional
4 information regarding Defendant's contentions and alleged defenses, which Plaintiff may dispute,
5 but shall include in the preliminary approval papers. Plaintiff will work in good faith with
6 Defendant regarding other revisions and comments to the Motion for Preliminary Approval,
7 which Plaintiff shall consider, but shall not be required to accept. Defendant shall file a notice of
8 non-opposition that states it either joins in Plaintiff's Motion for Preliminary Approval or that it
9 will not file any response to Plaintiff's unopposed Motion for Preliminary Approval. This is a
10 material term of the settlement and any opposition by Defendant will be grounds for Plaintiff to
11 withdraw from the settlement. Any failure by the Court to fully and completely approve the
12 Agreement as to the Action, or the entry of any Order by another Court with regard to any of the
13 Action which has the effect of preventing the full and complete approval of this Settlement
14 Agreement as written and agreed to by the Parties, will result in this Settlement Agreement and
15 the Memorandum of Understanding entered into by the Parties, and all obligations under this
16 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

17 70. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
18 Class Notice process, including the expiration of the deadlines to postmark Requests for
19 Exclusion or Objections to the Settlement Agreement, a Final Approval/Settlement Fairness Hearing
20 will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts
21 properly payable for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) Class
22 Counsel's Attorneys' Fees and Costs; (d) the Class Representative Incentive Payment; and (e) the
23 Settlement Administration Costs. Any failure by the Court to fully and completely approve the
24 Settlement Agreement as to all of the Action, or the entry of any Order by another Court with
25 regard to any of the Action which has the effect of modifying material terms of this Agreement
26 or preventing the full and complete approval of the Settlement Agreement as written and agreed
27 to by the Parties, will result in this Agreement and all obligations under this Agreement being null
28

1 and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval,
2 provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

3 71. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
4 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
5 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
6 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
7 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
8 may be appropriate under court rules or as set forth in this Settlement.

9 72. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
10 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
11 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

12 73. Entire Agreement. This Settlement Agreement and any attached Exhibits
13 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
14 oral agreements may be deemed binding on the Parties.

15 74. Amendment or Modification. This Settlement Agreement may be amended or
16 modified only by a written instrument signed by counsel for all Parties or their successors-in-
17 interest.

18 75. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
19 and represent they are expressly authorized by the Parties whom they represent to negotiate this
20 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
21 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
22 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
23 counsel will cooperate with each other and use their best efforts to affect the implementation of
24 the Settlement. If the Parties are unable to reach agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may
26 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
27 of the Court to resolve such disagreement.

28 76. Binding on Successors and Assigns. This Settlement Agreement will be binding

upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

77. California Law Governs. All terms of this Settlement Agreement hereto will be governed by and interpreted according to the laws of the State of California.

78. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

79. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

82. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement

1 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
2 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
3 according to the Settlement's terms.

4 83. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
5 dispute that has arisen between them and to avoid the burden, expense and risk of continued
6 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
7 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
8 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
9 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
10 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
11 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
12 an admission or concession by Defendant of any such violations or failures to comply with any
13 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
14 Agreement and its terms and provisions shall not be offered or received as evidence in any action
15 or proceeding to establish any liability or admission on the part of Defendant or to establish the
16 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
17 local or other applicable law.

18 84. Captions. The captions and section numbers in this Agreement are inserted for the
19 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
20 provisions of this Agreement.

21 85. Waiver. No waiver of any condition or covenant contained in this Settlement
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
23 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
24 right or remedy.

25 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
26 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
27 strictly against one Party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

1 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

2 87. Representation By Counsel. The Parties acknowledge that they have been
3 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
4 and that this Agreement has been executed with the consent and advice of counsel and reviewed
5 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
6 Agreement.

7 88. All Terms Subject to Final Court Approval. All amounts and procedures described
8 in this Settlement Agreement herein will be subject to final Court approval.

9 89. Cooperation and Execution of Necessary Documents. The Parties agree to
10 cooperate to promote participation in the Settlement, and in seeking court approval of the
11 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
12 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
13 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
14 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
15 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
16 released via this Agreement during the Settlement approval process prior to the funding of the
17 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
18 approved by the Court.

19 90. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
20 with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant
21 to California Code of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over
22 this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate
23 the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this
24 Settlement Agreement. The Court shall award attorneys' fees and costs to the prevailing party in
25 any motion or action taken and based on an alleged violation of any material term of the
26 Settlement Agreement and/or in any action taken to enforce the terms of this Settlement
27 Agreement.

28 91. Voluntary Agreement. The Parties acknowledge that they have entered into this

1 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
2 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
3 statements made by the other Parties other than those contained in this Settlement Agreement.
4 Each of the Parties hereto expressly waives any right they might ever have to claim that this
5 Settlement Agreement was in any way induced by fraud.

6 92. Confidentiality. The Parties and their counsel agree that there will be no publicity,
7 marketing, posting, publishing, reporting, or advertising of the Settlement or any of its terms.
8 However, Class Counsel may list the case name, number, and a brief description of the claims in
9 their declarations in support of qualifications as class counsel in future filings. Notwithstanding
10 anything in this provision, Class Counsel can discuss the Settlement with Plaintiff and with Class
11 Members and can include it in all necessary Court and ancillary documents supporting the
12 resolution of this Action. Nothing in this paragraph is intended to interfere with Class Counsel's
13 duties and obligations to faithfully discharge their duties as Class Counsel, including but not
14 limited to, communicating with Class Members regarding the settlement.

15 93. Binding Agreement. The Parties warrant that they understand and have full
16 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
17 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
18 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
19 provisions that otherwise might apply under federal or state law.

20
21 ***[Remainder of Page Intentionally Left Blank]***
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23
24
25
26
27
28

1 APPROVED AS TO FORM AND CONTENT:

2 Dated: 10/17/2022

3 **PLAINTIFF**

4 By:  DocuSigned by:
9A1AD144BA5B456...

5 Francisco Salome Renoj Hernandez

6
7 Dated: _____

8 **DEFENDANT BALTAZAR**
9 **CONSTRUCTION, INC.**

10 By: _____

11 Name: _____

12 Title: _____

13
14 APPROVED AS TO FORM ONLY:

15
16 Dated: 10/17/2022

17 **PROTECTION LAW GROUP, LLP**

18 By: 

19 Heather Davis, Esq.

20 Amir Nayebdadash, Esq.

21 Attorneys for Plaintiff

22
23 Dated: _____

24 **ATKINSON, ANDELSON, LOYA, RUDD &**
25 **ROMO**

26 By: _____

27 Thomas W. Kovacich, Esq.

28 Joshua N. Lange, Esq.

Attorneys for Defendant

1 APPROVED AS TO FORM AND CONTENT:

2 Dated: _____

PLAINTIFF

3 By: _____

4 Francisco Salome Renoj Hernandez

5
6
7 Dated: Oct 17, 2022

DEFENDANT BALTAZAR
CONSTRUCTION, INC.

9 By: Grace Moreno

10 Name: GRACE MORENO

11 Title: PRESIDENT

12
13
14 APPROVED AS TO FORM ONLY:

15 Dated: _____

PROTECTION LAW GROUP, LLP

16 By: _____

17 Heather Davis, Esq.

18 Amir Nayebdadash, Esq.

19 Attorneys for Plaintiff

20
21
22 Dated: 10/17/22

ATKINSON, ANDELSON, LOYA, RUDD &
ROMO

23 By: [Signature]

24 Thomas W. Kovacich, Esq.

25 Joshua N. Lange, Esq.

26 Attorneys for Defendant