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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

LEOPOLDO MARTINEZ-BRAVO,
Individually and on behalf of all similarly
situated individuals,

Plaintiff,

vs.

MIKE KELLEY CONSTRUCTION, INC., a
California corporation; BLAKE KELLEY, an
individual; and DOES 1-100, inclusive;

Defendants,

Lead Case No.: 24CV05385 (Martinez-Bravo)
Case No.: 24CV05393 (Estrada)

*Assigned for All Purposes to: Honorable
Thomas P. Anderle, Dept. 3*

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

ROBERTO RAMON JOYA ESTRADA,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

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

Defendants.

Complaint Filed: September 26, 2024
Trial Date: None Set
Class Certification: December 17, 2025

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Leopoldo Martinez-Bravo and Roberto Ramon Joya Estrada, aka Roberto R. Flores Cruz, individually and on behalf of the Settlement Class, and as an aggrieved employee and Private Attorney General, and Defendants Mike Kelley Construction, Inc., and Blake Kelley (“Defendants”).

DEFINITIONS

1. “Actions” means the court actions entitled “*Martinez-Bravo v. Mike Kelley Construction, Inc., et al.*”, Case No. 24CV05385, pending before the Santa Barbara County Superior Court; and “*Estrada v. Mike Kelley Construction, Inc., et al.*”, Case No. 24CV05393, pending before the Santa Barbara County Superior Court.

2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class” or “Class Members” means all current and former hourly paid or non-exempt employees employed by Defendants within the state of California at any time during the Class Period.

4. “Class Counsel” means Protection Law Group, LLP, King & Siegel, LLP, and Law Offices of Xavier Villegas, APC.

5. “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, *i.e.*, One Hundred Seventy-Four Thousand Six Hundred Fifty Dollars (\$174,650.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

6. “Class List” means a complete list of all Class Members that Defendants will

1 diligently and in good faith compile from its records and provide to the Settlement Administrator
2 within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List
3 will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class
4 Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4)
5 social security number; (5) start and end dates of active employment as a non-exempt employee
6 of Defendants in the State of California; (6) total Workweeks during the Class Period; (7) total
7 Pay Periods during the PAGA Period; and (8) any other information required by the Settlement
8 Administrator in order to effectuate the terms of the Settlement.

9 7. "Class Period" means the period from September 26, 2020, and ending on
10 September 7, 2025, or the date preliminary approval is granted, whichever is earlier.

11 8. "Class Representatives" means Plaintiffs Leopoldo Martinez- Bravo and Roberto
12 Ramon Joya Estrada in their capacity as representatives of the Participating Class Members.

13 9. "Class Representative Enhancement Award" means the amount that the Court
14 authorizes to be paid to Plaintiffs in addition to their Individual Settlement Payment, in
15 recognition of the efforts and risks they took in assisting with the prosecution of the Actions and
16 in exchange for the General Release of their claims as provided herein.

17 10. "Court" means the Superior Court of the State of California for the County of
18 Santa Barbara.

19 11. "Defendants" means Mike Kelley Construction, Inc., and Blake Kelley.

20 12. "Defense Counsel" means Nicole K. Ricotta of Anticouni & Ricotta, PC.

21 13. "Effective Date" means the date that all of the following events have occurred: (i)
22 the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiffs,
23 Defendants, Class Counsel and Defendants' Counsel; (ii) the Court has given preliminary
24 approval to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing
25 them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement;
26 (iv) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment
27 and sixty (60) days have elapsed; and (v) the later of the following events: (A) when the period
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1 for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed
2 without any appeal, writ, intervention, or other proceeding having been filed; (B) when any
3 appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally
4 and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ,
5 intervention, or other proceeding has upheld the Court’s Final Order and Judgment with no right
6 to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective
7 Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no
8 settlement of any claim was ever reached. All negotiations, statements and proceedings and data
9 relating thereto shall be protected by California Evidence Code § 1152 and shall be without
10 prejudice to the rights of any of the Parties.

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

13 15. “Gross Settlement Amount” means the sum of Four Hundred Ninety-Nine
14 Thousand Dollars (\$499,000.00). The Gross Settlement Amount is non-reversionary; no portion
15 of the Gross Settlement Amount will return to Defendants, and includes all: (1) payments to the
16 Class; (2) Class Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement Administration Costs;
17 (5) Incentive Payment to Plaintiffs; and (6) Payment of PAGA Penalties to be paid to the
18 California Labor and Workforce Development Agency (“LWDA”) and PAGA Members. The
19 Gross Settlement Amount is exclusive of employer share of any applicable payroll taxes, and any
20 such employer-side payroll taxes shall be paid by Defendants separately and in addition to the
21 Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side
22 payroll taxes shall be the maximum amount Defendants are required to pay under the Settlement.

23 16. “Individual Settlement Payment” means the amount payable from the Net
24 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
25 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
26 Payments shall be paid by a Settlement Check made payable to Participating Class Members
27 and/or PAGA Members.

1 17. “Net Settlement Amount” means the funds available for payments to the Class,
2 which shall be amount remaining after the following amounts are deducted from the Gross
3 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
4 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiffs; and (5) the
5 PAGA Penalties to be paid to the LWDA and PAGA Members.

6 18. “Notice” means the Notice of Proposed Class Action Settlement in a form
7 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class
8 Members’ last known address, and which will provide Class Members with information regarding
9 the Actions and information regarding the Settlement of the Actions.

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

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

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

20 22. “PAGA Penalties” means the amount that the Parties have agreed to allocate in
21 order to settle claims arising under the PAGA. The Parties have agreed that Twenty-Five
22 Thousand Dollars (\$25,000.00) of the Gross Settlement Amount will be allocated to the resolution
23 of Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$18,750.00) will be paid
24 to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this
25 amount (\$6,250.00) will be distributed to PAGA Members. PAGA Members will receive payment
26 from the employee portion of the PAGA Penalties regardless of their decision to participate in the
27 Class Action if the PAGA Penalties are approved by the Court.

1 23. “PAGA Period” means the period from April 24, 2023, and ending on September
2 7, 2025, or the date the Court grants preliminary approval, whichever is earlier.

3 24. “Participating Class Members” means all Class Members who do not submit valid
4 and timely Requests for Exclusion.

5 25. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean
6 either Plaintiffs or Defendants, individually.

7 26. “Pay Period” shall mean any pay period, in which a PAGA Member worked at
8 least one (1) day during the PAGA Period.

9 27. “Plaintiffs” mean Leopoldo Martinez- Bravo and Roberto Ramon Joya Estrada.

10 28. “Preliminary Approval” means the Court order granting preliminary approval of
11 the Settlement Agreement.

12 29. “Released Class Claims” means all claims, rights, demands, liabilities and causes
13 of action that are alleged, or reasonably could have been alleged based on the same or similar
14 facts and claims asserted in Plaintiffs’ April 24, 2023 and September 27, 2024, PAGA Notice
15 Letters in this Action, including factual claims regarding Defendant’s alleged: (i) failure to pay
16 all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods
17 or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu
18 thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to
19 provide timely pay wages during employment; (vi) failure to provide complete, accurate wage
20 statements; (vii) failure to reimburse necessary business expenses,; and (viii) unfair business
21 practices. This release shall apply to claims arising during the Class Period.

22 30. “Released PAGA Claims” means any and all PAGA claims that could have been
23 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the
24 same or similar factual allegations and claims in the operative Complaint (Consolidated Class
25 Action Complaint) in this Action or in Plaintiffs’ April 24, 2023 and September 27, 2024, PAGA
26 Notice Letters to the LWDA and in the operative complaint, including but not limited to penalties
27 that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

1 31. “Released Parties” means the named Defendants Mike Kelley Construction, Inc.,
2 Blake Kelley, and any and all of their past, present and future direct or indirect parents, sister
3 or related entities, acquired companies, subsidiaries, predecessors, successors and affiliates as
4 well as each of its or their past, present and future owners, including officers, directors,
5 employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heir,
6 representatives, accountants, auditors, consultants, and any individual or entity which could be
7 jointly liable with Defendants.

8 32. “Request for Exclusion” means a valid and timely written statement submitted by
9 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
10 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
11 four digits of the Class Member’s Social Security number and/or the Employee ID number and
12 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be
13 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
14 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
15 of claims arising under the PAGA.

16 33. “Response Deadline” means the date sixty (60) calendar days after the Settlement
17 Administrator mails Notice to Class Members and the last date on which Class Members may
18 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
19 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
20 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
21 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)
22 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,
23 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline
24 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
25 may also be extended by express agreement between Class Counsel and Defendants. Under no
26 circumstances, however, will the Settlement Administrator have the authority to unilaterally
27 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
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1 Settlement.

2 34. “Settlement” means the disposition of the Actions pursuant to this Agreement.

3 35. “Settlement Administrator” means Apex Class Action Settlement Administrator
4 (“Apex”). The Parties each represent that they do not have any financial interest in the Settlement
5 Administrator or otherwise have a relationship with the Settlement Administrator that could create
6 a conflict of interest.

7 36. “Settlement Administration Costs” mean the costs payable from the Gross
8 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
9 but not limited to, translating the Notice, printing, distributing, and tracking documents for this
10 Settlement, calculating/confirming the class member Workweeks from the information contained
11 in the Class List, calculating each Participating Class Member’s Individual Settlement Payment,
12 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
13 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
14 as requested by the Parties. Settlement Administration Costs shall not exceed Six Thousand Five
15 Hundred Dollars (\$6,500.00).

16 37. “Settlement Class Members” shall mean all Participating Class Members and the
17 PAGA Members.

18 38. “Tax Rate Information” shall mean the tax rate currently paid by Defendants for
19 the employer’s share of employment taxes in California.

20 39. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday
21 and ending with Saturday), in which a Class Member worked at least one (1) day during the Class
22 Period.

23 **RECITALS**

24 40. Martinez-Bravo Submission of PAGA Notice and Filing of Complaint: On April
25 24, 2023, Plaintiff, Leopoldo Martinez-Bravo provided written notice to the California Labor and
26 Workforce Development Agency (the “LWDA”) notifying the LWDA of his intent to seek PAGA
27 Penalties on behalf of the state. The LWDA did not provide a response within sixty-five (65) days
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1 of Plaintiff's submission. On September 26, 2024 Plaintiff, Martinez-Bravo, filed a class and
2 representative lawsuit against Mike Kelley Construction, Inc. and Blake Kelley to include the
3 following claims: (1) Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to
4 Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties Pursuant
5 to Labor Code section 203; (6) Wages Not Timely Paid During Employment Pursuant to Labor
6 Code section 204; (7) Wage Statement Penalties Pursuant to Labor Code section 226(a); (8)
7 Failure to Reimburse Business Expenses Pursuant to Labor Code sections 2800 and 2802; and (9)
8 Unfair Business Practices. Plaintiff further alleged a claim for civil penalties under PAGA.

9 41. Estrada Submission of PAGA Notice and Filing of Complaint. On September 27,
10 2024, Plaintiff, Estrada provided written notice to the California Labor and Workforce
11 Development Agency (the "LWDA") notifying the LWDA of his intent to seek PAGA Penalties
12 on behalf of the state. The LWDA did not provide a response within sixty-five (65) days of
13 Plaintiff's submission. On September 30, 2025, Plaintiff Estrada filed a class action lawsuit
14 against Mike Kelley Construction, Inc. for the following—and similar—causes of action: (1)
15 Failure to Pay Overtime; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods;
16 (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties Pursuant to Labor Code section
17 203; (6) Wages Not Timely Paid During Employment Pursuant to Labor Code section 204; (7)
18 Wage Statement Penalties Pursuant to Labor Code section 226(a); and (8) Unfair Business
19 Practices. After waiting the required statutory time, on December 2, 2024, Plaintiff Estrada filed
20 a first amended complaint for civil penalties pursuant to California Labor Code sections 2698, *et*
21 *seq.*

22 42. Consolidated Actions. On December 18, 2024, Plaintiffs and Defendants entered
23 into a stipulation to consolidate the Actions and to appoint the *Martinez- Bravo* Action the lead
24 case. On January 8, 2025, the Court ordered the Actions consolidated. On January 14, 2025,
25 Plaintiffs Martinez-Bravo and Estrada filed a Consolidated Class Action Complaint ("Operative
26 Complaint").

27 43. Defendants deny the allegations in the Operative Complaint and PAGA Notices,
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1 denies any failure to comply with the laws identified in the Operative Complaint and PAGA
2 Notices and denies any and all liability for the causes of action alleged.

3 44. On July 9, 2025, the Parties participated in an all-day mediation presided over by
4 Kevin T. Barnes (“Mediator”), a respected mediator of complex wage and hour actions, whose
5 continued assistance with settlement negotiations led to this Agreement to settle the Action. The
6 settlement discussions were conducted at arm’s-length, and the Settlement is the result of an
7 informed and detailed analysis of Defendants’ potential liability and exposure in relation to the
8 costs and risks associated with continued litigation.

9 45. Prior to mediation, Class Counsel obtained, through informal discovery, a
10 sampling of time and payroll records and pertinent written policies. Class Counsel has conducted
11 a thorough investigation into the facts of the Action, including an extensive review of the
12 documents and data, and has diligently pursued an investigation of the class claims against
13 Defendants. Based on the documents produced, as well as Class Counsel’s own independent
14 investigation and evaluation, Class Counsel believes that the Settlement with Defendants for the
15 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
16 adequate and is in the best interest of the Class Members in light of all known facts and
17 circumstances, including the risk of significant delay, the class not being certified, uncertainty
18 associated with continued litigation, and the various defenses asserted by Defendants. Class
19 Counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
20 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
21 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”). Any disputes that may arise between
22 the Parties in connection with effectuating the Settlement will be mediated through the Mediator.

23 46. The Court has not granted class certification.

24 47. The Parties expressly acknowledge that this Settlement Agreement is entered into
25 solely for the purpose of compromising significantly disputed claims and that nothing herein is
26 an admission of liability or wrongdoing by Defendants. If for any reason the Settlement
27 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to
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1 their original respective positions in the Action, as of the date on which the Settlement was
2 reached. Plaintiffs will not be deemed to have waived, limited, or affected in any way any claims,
3 rights, or remedies in the Action, and Defendants will not be deemed to have waived, limited, or
4 affected in any way any of its objections or defenses in the Action.

5 48. The Parties stipulate to the certification of the Class for purposes of settlement
6 only.

7 49. The Parties agree that certification for the purpose of settlement is not an
8 admission that certification is proper under Section 382 of the California Code of Civil Procedure.
9 Should, for whatever reason, the Court not grant Final Approval, or if judgment thereon not
10 become final, the Parties' stipulation to class certification as part of the Settlement shall become
11 null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection
12 with, the issue of whether or not certification would be appropriate or inappropriate in a non-
13 settlement context in this or any other proceeding.

14 **JURISDICTION**

15 50. The Court has jurisdiction over the Parties and the subject matter of the Action.
16 The Action includes claims that, while SRM denies them in their entirety, would, if proven,
17 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
18 Final Approval and after the Court has ordered the entry of judgment, the Court will have
19 continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6
20 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
21 enforcement of the terms of the settlement and this Agreement, (b) settlement administration
22 matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth
23 in this Settlement Agreement.
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TERMS OF THE AGREEMENT

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3 51. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
4 all applicable employer-side payroll taxes following Final Approval by the Court and the
5 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
6 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,
7 Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs,
8 as specified in this Agreement. Except for any employer-side taxes due on the Individual
9 Settlement Payments, or as a result of a potential increase in the number of Workweeks as set
10 forth below in paragraph 41, Defendants shall not be required to pay more than the Gross
11 Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement
12 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

13 52. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount
14 is based on Defendants’ representation that the Class Members worked a total of 10,605-
15 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class
16 Members during the Class Period ultimately increase by more than 10% (*i.e.*, by more than 1,061
17 Workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to
18 the percentage increase in the number of Workweeks worked by the Class Members above 10%.
19 For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will
20 increase by 1%.

21 53. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
22 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
23 Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class
24 Representative Incentive Payment; (d) Class Counsel’s Fees and Costs; and (e) Settlement
25 Administration Costs. The back of each Settlement check mailed to Participating Class Members
26 shall state: “By endorsing this check, I acknowledge that I read, understood, and agree to the
27 terms set forth in the Notice of Class Action Settlement and elect to participate in the settlement
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1 of any potential FLSA claims covered by the Agreement.

2 54. Attorneys' Fees and Costs: Defendants agree not to oppose any application or
3 motion by Class Counsel for attorneys' fees of not more than thirty-five percent of the GSA (i.e.,
4 One Hundred Seventy-Four Thousand Six Hundred Fifty Dollars (\$174,650.00)), plus the
5 reimbursement of costs and expenses associated with the litigation and settlement of the Actions,
6 in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be
7 paid from the Gross Settlement Amount. Any portion of the requested fees or costs that are not
8 awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed
9 to Participating Class Members as provided in this Agreement. For the avoidance of doubt, if the
10 escalator clause is triggered, Class Counsel shall have the right to seek up to 35% of the escalated
11 GSA.

12 55. Class Representative Enhancement Payment: Defendants agree not to oppose or
13 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
14 of Fifteen Thousand Dollars for Plaintiff Leopoldo Martinez-Bravo (\$15,000) and Ten Thousand
15 Dollars (\$10,000.00) for Plaintiff Roberto. The Class Representative Enhancement Payments are
16 in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort,
17 and risk in bringing and prosecuting the Actions. Any portion of the requested Class
18 Representative Enhancement Payments that are not awarded to the Class Representatives shall be
19 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
20 provided in this Agreement. The Administrator will pay the Class Representative Service
21 Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee
22 taxes owed on the Class Representative Service Payments.

23 56. Settlement Administration Costs: The Settlement Administrator will be paid for
24 the reasonable costs of administration of the Settlement and distribution of payments from the
25 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
26 shall not exceed Six Thousand Five Hundred Dollars (\$6,500.00).

27 57. PAGA Penalties: Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated
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1 from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA.
 2 The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Penalties, or
 3 Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00), to the LWDA. Six Thousand Two
 4 Hundred Fifty Dollars (\$6,250.00) will be distributed to PAGA Members on a *pro rata* basis
 5 based on the total number of Pay Periods worked by each PAGA Member during the PAGA
 6 Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their
 7 decision to opt-out of the Class settlement.

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

12	Gross Settlement Amount	\$	499,000.00
13	Enhancement Payments:	\$	15,000.00
14		\$	10,000.00
15	Class Counsel's Fees:	\$	174,650.00
16	Class Counsel's Costs:	\$	25,000.00
17	PAGA Penalties	\$	25,000.00
18	Settlement Administration Costs:	\$	6,500.00
19	Estimated Net Settlement Amount	\$	242,850.00

20 59. Individual Settlement Payment Calculations: Individual Settlement Payments will
 21 be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the
 22 PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth
 23 herein:

24 a) Calculation of Class Portion of Individual Settlement Payments: The
 25 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
 26 by adding the number of Workweeks worked by each Participating Class Member during the
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1 Class Period. The respective Workweeks for each Participating Class Member will be divided by
2 the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each
3 Participating Class Member. Each Participating Class Member's Payment Ratio will then be
4 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated
5 share of the Net Settlement Amount.

6 b) Calculation of PAGA Portion of Individual Settlement Payments: The
7 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding
8 the number of Pay Periods worked by each PAGA Member during the PAGA Period. The
9 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
10 PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA
11 Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA Penalties
12 to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall
13 receive this portion of their Individual Settlement Payment regardless of whether they opt out of
14 the participation regarding the Class claims.

15 c) Allocation of Individual Settlement Payments: All Individual Settlement
16 Payments will be allocated as follows: Ten Percent (10%) of each Individual Settlement Payment
17 will be allocated as wages; Forty-Five Percent (45%) shall be allocated as interest; and Forty-Five
18 Percent (45%) shall be allocated as penalties. The portion of the Individual Settlement Payment
19 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The
20 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
21 Administrator.

22 60. 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
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1 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
2 affect any rights, contributions, or amounts to which any Class Members may be entitled under
3 any benefit plans.

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

- 8 a) Establish and maintain a Qualified Settlement Fund.
- 9 b) Calculate the Individual Settlement Payment each Participating Class
10 Member is eligible to receive and the portion of the PAGA Penalties each
11 PAGA Member shall receive.
- 12 c) Translate the Notice from English to Spanish.
- 13 d) Print and mail the Notice in English and Spanish.
- 14 e) Conduct additional address searches for mailed Notices that are returned
15 as undeliverable.
- 16 f) Process Requests for Exclusion, field inquiries from Class Members.
- 17 g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099
18 Tax Forms and any other filings required by any governmental taxing
19 authority.
- 20 h) Provide declarations and/or other information to the Court as requested by
21 the Parties and/or the Court regarding the settlement administration
22 process.
- 23 i) Provide weekly status reports to counsel for the Parties.
- 24 j) Posting a notice of final judgment online at Settlement Administrator's
25 website.

26 62. Delivery of the Class List and Tax Rate Information: Within fourteen (14) calendar
27 days of Preliminary Approval, Defendants will provide the Class List and Tax Rate Information
28

1 to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail
2 to comply, Plaintiffs shall have the right to void the Agreement.

3 63. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
4 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
5 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
6 identified in the Class List.

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

23 65. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
24 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
25 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
26 respective Class Member worked for Defendants during the Settlement Class Period; (e) each
27 Class Member's estimated Individual Settlement Payment and the formula for calculating
28

1 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines
2 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
3 or Workweek disputes; (h) the claims to be released, as set forth herein; and (i) the date for the
4 final approval hearing.

5 66. Disputed Information on Notice: Class Members will have an opportunity to
6 dispute the information provided in their Notice. To the extent Class Members dispute the number
7 of Workweeks with which they have been credited or the amount of their Individual Settlement
8 Payment, Class Members may produce evidence to the Settlement Administrator showing that
9 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
10 records will be presumed determinative. However, if a Class Member produces evidence to the
11 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
12 Member and the Parties will make the final decision as to the number of eligible Workweeks that
13 should be applied and/or the Individual Settlement Payment to which the Class Member may be
14 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

15 67. Defective Submissions: If a Class Member's Request for Exclusion is defective as
16 to the requirements listed herein, that Class Member will be given an opportunity to cure the
17 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
18 business days of receiving the defective submission to advise the Class Member that his or her
19 submission is defective and that the defect must be cured to render the Request for Exclusion
20 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
21 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
22 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
23 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
24 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
25 untimely.

26 68. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
27 Class settlement must sign and postmark a written Request for Exclusion to the Settlement
28

1 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
2 Member's name, address, telephone number, and the last four digits of the Class Member's Social
3 Security number and/or the Employee ID number and (b) a clear statement requesting to be
4 excluded from the settlement of the Class claims. The date of the postmark on the return mailing
5 envelope receipt confirmation will be the exclusive means to determine whether a Request for
6 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
7 Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the
8 Requests for Exclusion that were timely submitted. All Class Members who do not request
9 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
10 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
11 as to the release of claims arising under the PAGA. The Parties agree that there is no right for a
12 PAGA Member to opt out of our object to the PAGA Settlement.

13 69. Defendants' Right to Rescind: If Ten Percent (10%) or more of the Class Members
14 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
15 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
16 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising
17 this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar
18 days of the expiration of the opt-out period. If Defendants exercise its right to rescind the
19 Agreement, Defendants shall be responsible for all Settlement Administration Costs incurred to
20 the date of rescission.

21 70. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
22 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
23 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
24 by all of its terms, including those pertaining to the Released Class Claims, as well as any
25 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
26 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
27 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
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1 for both Plaintiffs and Defendants and noted in the proposed Judgment submitted to the Court.

2 71. Objection Procedures: To object to the Settlement, a Participating Class Member
3 must postmark a valid Objection to the Settlement Administrator on or before the Response
4 Deadline. The Objection must be signed by the Participating Class Member and contain all
5 information required by this Settlement Agreement including the employees full name, address,
6 telephone number, the last four digits of their social security number and/or Employee ID number,
7 the name of the case and case number, and the specific reason including any legal grounds for the
8 Participating Class Member's objection. The postmark date will be deemed the exclusive means
9 for determining that the Notice of Objection is timely. Participating Class Members who fail to
10 object in the manner specified above will be foreclosed from making a written objection, but shall
11 still have a right to appear at the Final Approval Hearing in order to have their objections heard
12 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
13 encourage Participating Class Members to submit written objections to the Settlement or appeal
14 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
15 to any objections to this Settlement.

16 72. Certification Reports Regarding Individual Settlement Payment Calculations: The
17 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
18 which certifies: (a) the number of Class Members who have submitted valid Requests for
19 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
20 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
21 Administrator will provide to Counsel for both Parties any updated reports regarding the
22 administration of the Settlement Agreement as needed or requested.

23 73. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
24 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
25 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
26 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
27 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
28

1 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
2 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
3 their checks until such time that they claim their property. The Parties agree that this disposition
4 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
5 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
6 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,
7 Defendant will not be required to pay any interest on such amounts. The Individual Settlement
8 Payments provided to Participating Class Members and to PAGA Members shall prominently
9 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
10 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
11 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for
12 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds
13 will result from the Settlement, and therefore Defendants will not be required to pay any interest
14 on such amounts.

15 74. Administration of Taxes by the Settlement Administrator: The Settlement
16 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
17 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
18 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
19 all payroll taxes and penalties to the appropriate government authorities.

20 75. Tax Liability: Defendants make no representations as to the tax treatment or legal
21 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
22 not relying on any statement, representation, or calculation by Defendants or by the Settlement
23 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
24 that they will be solely responsible for the payment of any taxes and penalties assessed on the
25 payments described herein. Defendants’ share of any employer payroll taxes and other required
26 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
27 Defendants’ FICA and FUTA contributions, shall be paid separate and apart from the Gross
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1 Settlement Amount.

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

18 77. No Prior Assignments: The Parties and their Counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
20 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right herein released and discharged.

22 78. Release by Participating Class Members: Upon the complete funding of the Gross
23 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
24 Class Members shall fully and finally release and discharge the Released Parties from the
25 Released Class Claims that arose during the Class Period. This release shall be binding on all
26 Participating Class Members.

27 79. Release by the State of California and LWDA: As of the date on which Defendants
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1 fully fund the Settlement, Plaintiffs, the LWDA, and the State of California release the Released
2 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
3 on the facts alleged in the PAGA Notice provided to the LWDA and in the operative Complaint.
4 A copy of this Agreement will be provided to the LWDA concurrently with submission of the
5 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee
6 portion of the PAGA Penalties and will be deemed to have released any claims arising out of
7 PAGA, regardless of whether they opt-out from the release of their Class claims.

8 80. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the
9 Gross Settlement Amount, Plaintiffs on behalf of themselves only—to the additional following
10 General Release: In consideration of Defendants’ promises and agreements as set forth herein,
11 Plaintiffs hereby fully releases the Released Parties from any and all Released Class Claims and
12 Released PAGA Claims and any and all claims whatsoever Plaintiffs may have against Released
13 Parties regarding Plaintiffs’ employment and/or the termination of employment including, but not
14 limited to, any claims for wages, penalties, bonuses, business related expenses, severance pay,
15 vacation pay, employment benefits, stock options, violation of any personnel policy, any claims
16 based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages
17 of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any
18 covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
19 negligence, any theory of retaliation, any legal restriction on any Defendants’ right to terminate
20 the employment relationship, or any federal, state, or other governmental statute, executive order,
21 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent
22 provided by law. Plaintiffs shall be deemed to have, and by operation of the Judgment shall have,
23 expressly waived and relinquished to the fullest extent permitted by law the provisions, rights,
24 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
25 federal or state law that purports to limit the scope of a general release. Plaintiffs, for themselves,
26 have read Section 1542 of the Civil Code of the State of California, which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28

1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
3 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
5 DEBTOR OR RELEASED PARTY.

6 Plaintiffs understands that Section 1542 gives the right not to release existing claims of
7 which he is not now aware, unless Plaintiffs voluntarily chooses to waive this right. Having been
8 so apprised, Plaintiffs nevertheless voluntarily waive their rights described in Section 1542, and
9 elect to assume all risks for claims that now exist in their favor, known or unknown. This release
10 specifically excludes claims for unemployment insurance, disability, social security, and workers
11 compensation (with the exception of claims arising pursuant to California Labor Code Sections
12 132(a) and 4553).

13 81. Neutral Employment Reference: In the event that any potential or future employers
14 of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall
15 not refer to the Action or this Settlement. This provision applies only to requests for employment
16 reference directed to Defendants.

17 82. Nullification of Settlement Agreement: In the event that: (a) the Court does not
18 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
19 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
20 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
21 documents generated to bring it into effect, will be null and void, all amounts deposited into the
22 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
23 positions. Any order or judgment entered by the Court in furtherance of this Settlement
24 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
25 this Settlement for any reason, the Parties agree that they will return to and attend mediation with
26 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

27 83. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
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1 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
 2 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
 3 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for
 4 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
 5 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
 6 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
 7 Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that
 8 they will not oppose Plaintiffs’ Motion for Preliminary Approval except to correct any material
 9 misrepresentations or mischaracterizations in Plaintiffs’ Motion. Class Counsel further agrees that
 10 it/she/he will provide all necessary notices to the LWDA of the settlement concurrently with
 11 Plaintiffs’ Motion for Preliminary Approval. Any failure by the Court to fully and completely
 12 approve the Agreement as to the Action will result in this Settlement Agreement entered into by
 13 the Parties, and all obligations under this Settlement Agreement being nullified and voided.

14 84. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
 15 deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or
 16 Workweek disputes, and with the Court’s permission, a Final Approval/Settlement Fairness
 17 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
 18 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys’
 19 Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement
 20 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
 21 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
 22 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
 23 of the Action which has the effect of modifying material terms of this Agreement or preventing
 24 the full and complete approval of the Settlement Agreement as written and agreed to by the
 25 Parties, will result in this Agreement and all obligations under this Agreement being null and
 26 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval except
 27 to correct any material misrepresentations or mischaracterizations in Plaintiffs’ Motion.

1 85. Court Approval: If the Court fails to approve this Settlement for any reason, the
2 Parties agree to attend mediation again in an effort and cooperate in good faith to reach a
3 settlement approved by the Court. However, if ultimately after submitting the settlement for
4 approval to the Court as set forth in the Settlement Agreement, any Court declines to enter the
5 preliminary approval order, the final approval order, or judgment in substantially the form
6 submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final
7 because of appellate court action, the terminating Party shall give to the other Party (through
8 its/her/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar
9 days after receiving notice that one of the enumerated events has occurred. Termination shall have
10 the following effects:

- 11 a. The Settlement Agreement shall be terminated and shall have no force or effect, and
12 no Party shall be bound by any of its terms.
- 13 b. In the event the Settlement Agreement is terminated, Defendants shall have no
14 obligation to make any payments to any party, Class Member, the State of California,
15 PAGA Member or attorney.
- 16 c. The preliminary approval order, final approval order and judgment shall be vacated.
- 17 d. The Stipulation of Settlement and all negotiations, statements and proceedings relating
18 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall
19 be restored to their respective positions prior to the Settlement.
- 20 e. Except as otherwise discoverable, neither the Settlement Agreement, nor any ancillary
21 documents, actions, statements or filings in furtherance of settlement (including all
22 matters associated with the mediation) shall be admissible or offered into evidence in
23 this action or any other action for any purpose whatsoever.
- 24 f. Plaintiffs shall destroy all documents produced by Defendants pursuant to the Parties'
25 agreement to exchange pre-mediation discovery.

26 86. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
27 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
28

1 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
2 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
3 of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as
4 may be appropriate under court rules or as set forth in this Settlement.

5 87. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
6 set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set
7 forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

8 88. Entire Agreement: This Settlement Agreement and any attached Exhibit(s)
9 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
10 or oral agreements may be deemed binding on the Parties.

11 89. Amendment or Modification: Subject to the Court's approval, this Settlement
12 Agreement may be amended or modified only by a written instrument signed by counsel for all
13 Parties or their successors-in-interest.

14 90. Binding on Successors and Assigns: This Settlement Agreement will be binding
15 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
16 defined.

17 91. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
18 hereto will be governed by and interpreted according to the laws of the State of California.

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

24 93. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
25 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
26 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
27 litigation, taking into account all relevant factors, present and potential. The Parties further
28

1 acknowledge that they are each represented by competent counsel and that they have had an
2 opportunity to consult with their counsel regarding the fairness and reasonableness of this
3 Settlement.

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

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

11 96. Class Action Certification for Settlement Purposes Only: The Parties agree to
12 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
13 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
14 that certification for purposes of the Settlement is not an admission that class action certification
15 is proper under the standards applied to contested certification motions and that this Agreement
16 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
17 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than
18 according to the Settlement's terms.

19 97. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
20 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
21 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
22 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
23 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
24 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
25 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
26 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
27 as an admission or concession by Defendants of any such violations or failures to comply with
28

1 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
2 this Agreement and its terms and provisions shall not be offered or received as evidence in any
3 action or proceeding to establish any liability or admission on the part of Defendants or to
4 establish the existence of any condition constituting a violation of, or a non-compliance with,
5 federal, state, local or other applicable law.

6 98. Captions: The captions and section numbers in this Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
8 provisions of this Agreement.

9 99. Waiver: No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
11 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
12 right or remedy.

13 100. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
14 such disputes shall be submitted to Kevin Barnes, Esq. for consultation.

15 101. Enforcement Action: In the event that one or more of the Parties institutes any
16 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
17 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
18 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
19 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20 102. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
21 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
22 strictly against one Party than another merely by virtue of the fact that it may have been prepared
23 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
24 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

25 103. Representation By Counsel: The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
27 and that this Agreement has been executed with the consent and advice of counsel and reviewed
28

1 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
2 Agreement.

3 104. No Tax Advice. Neither Plaintiffs, Class Counsel, Mike Kelley Construction, Inc.,
4 Blake Kelley, nor Defense Counsel are providing any advice regarding taxes or taxability, nor
5 shall anything in this Settlement be relied upon as such within the meaning of United States
6 Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

7 105. 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.

9 106. 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. Defendants agree not to obtain waivers or
13 *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and
14 will work in good faith to reach an agreement approved by the Court. Defendants further agree
15 that they will not oppose Plaintiffs' motion for preliminary approval and/or motion for final
16 approval, so long as the motion for preliminary approval and/or motion for final approval are
17 entirely consistent with the terms of this Settlement Agreement.

18 107. Confidentiality: Plaintiffs and Class Counsel will not make any public disclosure
19 of the Settlement until after the filing of the motion for preliminary approval of the Settlement.
20 Plaintiffs and their counsel represent that they have not made any such disclosure. Plaintiffs and
21 Class Counsel shall not encourage members of the Settlement Class to opt-out or object, or any
22 PAGA Members to intervene or object. Class Counsel will take all steps necessary to ensure that
23 Plaintiffs are aware of, and will encourage him to adhere to, the restriction against any public
24 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court.
25 Thereafter, Class Counsel and named Plaintiffs agrees not to publicize the terms of this Settlement
26 via any medium, including but not limited to, any newspaper, journal, magazine, website, online
27 reporter of settlements, social media, and/or direct mail.

1 108. Binding Agreement: The Parties warrant that they understand and have full
2 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
3 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
5 provisions that otherwise might apply under federal or state law.

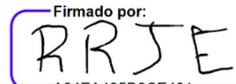
6 109. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
7 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
8 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
9 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
10 process.

11 28/10/25
12 DATED: _____



Leopoldo Martinez-Bravo (Oct 28, 2025 20:03:35 PDT)
Plaintiff Leopoldo Martinez-Bravo

15 DATED: 10/20/2025
16 _____

Firmado por:


Plaintiff Roberto Ramon Roy A.K.A
Roberto R. Flores Cruz

19 DATED: _____
20 _____

Defendant Mike Kelley Construction, Inc.

21 Name: _____

22 Title: _____

24 DATED: _____
25 _____

Defendant Blake Kelley, an individual

26 Name: _____

27 Title: _____

28

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Martinez-Bravo v. Mike Kelley Construction, Inc., et al.
Santa Barbara County Superior Court, Case No. 24CV05385

Estrada v. Mike Kelley Construction, Inc., et al.
Santa Barbara County Superior Court, Case No. 24CV05393

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly paid or non-exempt employees employed by Mike Kelley Construction Inc., and Blake Kelley, within the State of California at any time between September 26, 2020 and September 7, 2025.

BASIC INFORMATION

1. What Is This Settlement About?

A lawsuit was commenced by Leopoldo Martinez-Bravo and Roberto Ramon Joya Estrada aka Roberto R. Flores Cruz (“Plaintiffs”), former employees of Mike Kelley Construction, Inc., and Blake Kelley (“Defendants”) (collectively with Plaintiffs, the “Parties”), on September 26, 2024 and September 30, 2024. The Parties agreed to allow the filing of an amended complaint adding a cause of action under the Private Attorneys General Act of 2004 (“PAGA”) in the Estrada action. On December 2, 2024, Plaintiff Estrada filed a first amended complaint adding PAGA. On December 18, 2024, the Parties entered into a stipulation to consolidate the Actions and to appoint the Martinez-Bravo as the lead case. On January 8, 2025, the Court ordered the Actions consolidated. On January 14, 2025, Plaintiffs filed a Consolidated Class Action Complaint (the “Lawsuit”).

The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wage for all time worked, did not keep accurate and complete payroll records, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the PAGA. The Lawsuit alleges that Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Leopoldo Martinez-Bravo and Roberto Ramon Joya Estrada) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Santa Barbara County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

On [REDACTED], the Court granted preliminary approval of the Settlement, appointed Plaintiffs Leopoldo Martinez-Bravo and Roberto Ramon Joya Estrada (“as the Class Representative, and appointed their attorneys Protection Law Group, LLP, King & Siegel, LLP, and Law Office of Xaiver Villegas, APC, as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

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

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly paid non-exempt employee in the State of California at any time between September 26, 2020, to September 7, 2025 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as an hourly paid non-exempt employee in the State of California at any time between April 24, 2023, to September 7, 2025 (the “PAGA Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendants will pay a maximum amount of Four Hundred Ninety-Nine Thousand Dollars (\$499,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Hundred Seventy-Four Thousand Six Hundred Fifty Dollars (\$174,650.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for Plaintiff, Leopoldo Martinez-Bravo and Ten Thousand Dollars (\$10,000.00) for Plaintiff Roberto Ramon Joya Estrada (\$25,000.00 total);
- D. **Settlement Administration Costs** in an amount not to exceed Ten Thousand Dollars (\$10,000.00); and
- E. **PAGA Penalties** in the amount of One-Hundred Thousand Dollars (\$25,000.00) for the settlement of claims arising under PAGA. Seventy-five percent (75%) of this amount (\$18,750.00) shall be paid to the

California Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$6,250.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly paid non-exempt employee of Defendants between September 26, 2020 to September 7, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties.

Your Individual Settlement Payment will be apportioned as ten percent (10%) wages; forty-five percent (45%) shall be allocated as interest; and forty-five percent (45%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee’s wages and will be reported on an IRS Form 1099.

You worked **XXX Workweeks during the Class Period. Your Individual Settlement Payment is **\$XXX.XX**. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court’s final order approving the Settlement.**

You worked **XXX Pay Periods during the PAGA Period. Your estimated share of the PAGA Penalties is **\$XXX.XX**.**

The Individual Settlement Payment was determined based on Defendants’ records of your employment between September 26, 2020 to September 7, 2025, and is presumed correct. Your PAGA Penalties were determined based on Defendants’ records of your employment between April 24, 2023, to September 7, 2025. If you dispute the accuracy of Defendants’ records as to the number of Workweeks worked during the Class Period or Pay Periods during the PAGA Period, provide any documentation you have supporting such dispute by **[RESPONSE DEADLINE]**. All disputes regarding your Workweeks and Pay Periods will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the “Released

Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” includes Defendants Mike Kelley Construction, Inc., Blake Kelley (“Defendants”), and any and all of their past, present and future direct or indirect parents, sister or related entities, acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and future owners, including officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, heir, representatives, accountants, auditors, consultants, and any individual or entity which could be jointly liable with Defendants.

The “Released Class Claims” include all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the same or similar facts and claims asserted in Plaintiffs’ April 24, 2024, September 26, 2024 and September 27, 2024 PAGA Notice Letters in this Action, including factual claims regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum 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 pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to reimburse necessary business expenses,; and (viii) unfair business practices.

The “Class Period” during which the release of Released Class Claims pertains is from September 26, 2020, to September 7, 2025.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

The “Released PAGA Claims” means any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint (the Consolidated Class Action Complaint) in this Action or in Plaintiffs’ April 24, 2023, September 26, 2024 and September 27, 2024, PAGA Notice Letters for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from April 24, 2023, to September 7, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims (other than those which arise under the PAGA (California Labor Code sections 2698, *et seq.*), then you must submit a Request for Exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because a request for exclusion does not apply to the PAGA claim.

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written Request for Exclusion to the Settlement Administrator by no later than [RESPONSE DEADLINE]. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Martinez-Bravo v. Mike Kelley Construction, Inc., et al* and *Estrada v. Mike Kelley Construction, Inc., et al*. I understand that by excluding myself I will not

receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [RESPONSE DEADLINE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the PAGA (California Labor Code sections 2698, *et seq.*)).

9. If I Don't Exclude Myself, Can I Sue Defendant For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between April 24, 2023, to September 7, 2025, you will still receive a share of the PAGA Penalties as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP, KING & SIEGEL LLP, and LAW OFFICE OF XAVIER VILLEGAS, APC, as Class Counsel. The firm's contact information is as follows:

PROTECTION LAW GROUP, LLP

Heather Davis
Amir Nayebdadash
Shadi Sahebghalam
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

KING & SIEGEL, LLP

Elliot Siegel
724 S. Spring Street, Ste. 201
Los Angeles, California 90014
Telephone: (213) 465-4802

LAW OFFICE OF XAVIER VILLEGAS, APC

Xavier Villegas
2390 Las Posas Road, C168
Camarillo, CA 93010
Telephone: (805) 250-7488

Class Counsel will ask the Court for attorneys’ fees of up to thirty-five percent of the Gross Settlement (estimated to be \$174,650.00) and reimbursement of litigation costs/expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don’t Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. ~~T~~he Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member’s legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], at the Santa Barbara County Superior Court, located at 1100 Anacapa Street, Santa Barbara, California 93101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend

either virtually or in-person. You may also retain your own lawyer at your expense to attend on your behalf.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (<http://.com>).

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [www. .com](http://.com).

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at .com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**