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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

JIMMY MACIEL, individually, on a  
representative basis, and on behalf of all others  
similarly situated;

Plaintiff,

vs.

SHAMBAUGH & SON, L.P., a Texas Limited  
Partnership; and DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV30747  
[Assigned to Hon. Judge Elihu M. Berle, Dept  
6, for all purposes]

**[PROPOSED] ORDER:**

- 1) PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A  
CLASS FOR SETTLEMENT  
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO  
THE CLASS OF THE SETTLEMENT  
NOTICE AND EXPLANATION  
FORM; AND**
- 4) SETTING A HEARING FOR FINAL  
APPROVAL OF THE SETTLEMENT**

1 Having the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”)  
2 between Plaintiff Jimmy Maciel and Defendant Shambaugh & Son, L.P., (collectively, the  
3 “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed  
4 Motion for Preliminary Approval of Class Action Settlement, the documents submitted in  
5 support of the motion, and all supporting legal authorities and documents,

6 IT IS HEREBY ORDERED:

7 1. The Court GRANTS preliminary approval of the Settlement based upon the terms  
8 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness  
9 of a settlement that ultimately could be granted final approval by the Court at a Final Approval  
10 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a  
11 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of  
12 arms-length negotiations conducted after the Parties adequately investigated and became familiar  
13 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in  
14 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

15 2. For settlement purposes only, the Court finds that the proposed Class is  
16 ascertainable and that there is a sufficiently defined community of interest among the Class  
17 Members in questions of law and fact. The Court, therefore, conditionally certifies the following  
18 Class, for settlement purposes only:

19 All current and former non-exempt/hourly employees of Defendant  
20 Shambaugh & Son, L.P., who are not represented by any union  
21 (i.e., non-union employees) and who worked for Defendant in  
22 California at any time during the Class Period of August 19, 2017,  
23 to November 30, 2022.

24 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all  
25 current and former non-exempt/hourly employees of Defendant, who are not represented by any  
26 union (i.e., non-union employees) and who worked for Defendant in California at any time  
27 during the PAGA Period of August 18, 2020, to November 30, 2022.”

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1           4.       The class action settlement set forth in the Settlement Agreement between  
2 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the  
3 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only  
4 to any objections that may be raised at the Final Approval Hearing.

5           5.       For settlement purposes only, the Court appoints Plaintiff Jimmy Maciel as Class  
6 Representative, and Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP as Class  
7 Counsel.

8           6.       The Court approves Phoenix Class Action Administration to act as the Settlement  
9 Administrator.

10          7.       The Court approves, as to form and content, the Class Notice (attached as Exhibit  
11 “A”) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules  
12 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final  
13 approval hearing date, the proposed settlement terms and of their options, including: (1) the  
14 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential  
15 terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s applications for the Class  
16 Representative Service Payment, and Class Counsel’s request for attorneys’ fees and costs; (3) a  
17 formula used to determine the Class Member’s estimated Individual Settlement Payment; (4)  
18 Settlement Class Members’ rights to appear through counsel if they desire; (5) how to object to  
19 the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to  
20 obtain additional information regarding the action and the Settlement. Counsel for the Parties  
21 are authorized to correct any typographical errors in settlement and make clarifications, to the  
22 extent the same are found or needed, so long as such corrections do not materially alter the  
23 substance of the documents.

24          8.       The Court approves the procedure for Class Members to participate in, request  
25 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement  
26 and the Class Notice.

27          9.       The Court finds that the deadlines and method set forth in the Settlement  
28 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the

best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law and due process.

10. The Court directs the Settlement Administrator to perform address verification measures and mail the Class Notice by February 28, 2023 and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

11. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until April 28, 2023, to submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

12. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

13. The following dates shall govern for purposes of this settlement:

January 31, 2023	Preliminary Approval (PA) hearing
February 14, 2023	Deadline for Defendant to provide Class Data to the Settlement Administrator
February 28, 2023	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
March 30, 2023	Deadline for Plaintiff to file Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
April 28, 2023	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement, and to Dispute hours and pay periods worked.
May 22, 2023	Deadline for filing of any written response to an objection to the settlement, and for Settlement Administrator to submit a declaration regarding the results of the Notice Process.

June 1, 2023 at 9:00 a.m.

Final Approval Hearing.

14. A final approval hearing shall be held in this Court on June 1, 2023 at 9:00 a.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing as set forth in the timeline above.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the Released Parties and shall not be offered in evidence in any action or proceeding against Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement, or any related agreement or release.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order.

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

19. Pending the Final Approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

20. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

Date: 01/30/2023



**Elihu M. Berle**  
Hon. Elihu M. Berle  
Elihu M. Berle / Judge

EXHIBIT “A”

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

***Maciel, et. al. v. Shambaugh & Son, L.P.***

*(Los Angeles Superior Court, Case No. 20STCV30747)*

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Shambaugh & Son, L.P. (“Defendant” or “Shambaugh”) for alleged wage and hour violations. The Action was filed by Jimmy Maciel a former Shambaugh employee (“Plaintiff”) and seeks payment of (1) unpaid wages, statutory damages, interest and attorneys’ fees on behalf of a class of non-exempt/hourly employees of Shambaugh, who are not represented by any union (i.e., non-union employees) and who worked in California (“Class Members”) during the Class Period (August 19, 2017 to November 30, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of Shambaugh, who are not represented by any union (i.e., non-union employees) and who worked in California during the PAGA Period (August 18, 2020 to November 30, 2022) (“Aggrieved Employees”).

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

**[CLASS MEMBER NAME] [ID/CONTROL NUMBER]**

<b>Two Parts</b>	<b>Hours Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)</b>	<b>Your Estimated Share</b>
Class Member	<b>INSERT</b> (During Class Period)	<b>\$INSERT</b> (Individual Class Payment)
Aggrieved Employee	<b>INSERT</b> (During PAGA Period)	<b>\$INSERT</b> (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the hours and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work



during the PAGA Period.)

If you believe that you worked more during either period than Defendant's records show in the chart above, you can submit a challenge by April 28, 2023 ("Response Deadline"). See Section 4 of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
<b>OPT-OUT (EXCLUDE YOURSELF)</b>  <b>DEADLINE: APRIL 28, 2023</b>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.  You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
<b>OBJECT</b>  <b>DEADLINE: APRIL 28, 2023</b>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
<b>DISPUTE YOUR HOURS</b>	If you believe that your number of hours or pay periods worked listed

<b>OR PAY PERIODS WORKED</b>  <b>DEADLINE: APRIL 28 2023</b>	above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many hours you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The numbers you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.
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***Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.***

<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED</b>	
<b>DATE: JUNE 1, 2023</b> <b>TIME: 9:00 A.M.</b>	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former Shambaugh employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

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

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

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

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

1. Defendant Will Pay \$450,000 as the Gross Settlement Amount (Gross Settlement).  
Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$150,000 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$5,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$7,060.16 to the Administrator for services administering the Settlement.
  - D. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods Worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their hours worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

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

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over hours and pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including claims for overtime; minimum wages; meal period premiums; rest break premiums; vested vacation; wage statements; waiting time penalties; expense reimbursement; and based on violations of Labor Code sections 200, 201-204, 204.1, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, IWC Wage Order 9, including §§ 3(A), 4, 3(A), 11, 12, or Industrial Welfare Commission Order #4, or Business and Professions Code section 17200, et seq., which are premised on the same allegations, and Cal. Code Regs., tit. 8, section 11090 (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including violations premised on violation of Labor Code sections 200, 201-204, 204.1, 208, 210, 218.6, 221, 222, 223, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, IWC Wage Order 9, including §§ 3(A), 4, 3(A), 11, 12, and Cal. Code Regs., tit. 8, section 11090 (the "Released PAGA Claims"). The operative release period for the Released PAGA Claims is the PAGA Period.

<b>4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?</b>
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1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of hours worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of hours worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Hours Worked and Pay Period Challenges. The number of hours you worked during the Class Period, and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until April 28, 2023 ("Response Deadline") to challenge the number of hours or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of hours and pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Maciel v. Shambaugh & Son, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by April 28, 2023 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the June 1, 2023, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative

Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [INSERT URL](#) or the Court's website [INSERT URL](#).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is April 28, 2023 (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Maciel v. Shambaugh & Son* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on June 1, 2023 at 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [INSERT URL](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at [INSERT URL](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV30747. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.



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

The contact information for Class Counsel and the Settlement Administrator are below:

<b><u>Class Counsel:</u></b>
<p>Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444</p>

<b><u>Settlement Administrator:</u></b>
<p>Phoenix Settlement Administrators Email Address Mailing Address Telephone Number Fax Number  Case URL</p>

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

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