

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Jeffrey D. Klein (SBN 297296)
jeff@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

PACIFIC PRIMER LAW GROUP
Arash Shirdel, Esq. (SBN 27754)
2603 Main St., Suite 155
Irvine, California, 92614
Tel: (949) 629-3690; Fax: (949) 313-0995
Attorneys for Plaintiffs, on behalf of themselves
and all others similarly situated and aggrieved

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 09 2023

L. Howell

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

JUAN ARTEAGA and ELIJAH AGUIRRE, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

DEMOLITION SPECIALIST, INC., a
California corporation; JEREMY
THUNDERBURK, an individual;
CHRISTINA THUNDERBURK, an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: RIC2001133

[Assigned to the Hon. Craig Riemer, in Dept.
1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

This Court, having considered the Motion of plaintiffs Juan Arteaga (“Plaintiff Arteaga”) and Elijah Aguirre (“Plaintiff Aguirre” and with Plaintiff Arteaga, “Plaintiffs”) for Preliminary Approval of the Class Action Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D. Bibiyan, Plaintiffs, and Jodey Lawrence, and Melis Atalay the Third Amended Stipulation for Class Action and Representative Action Settlement, found attached to the declaration Vedang J. Patel’s filed on

1 January 17, 2023 (the “Settlement Agreement”), the Notice of Proposed Class Action Settlement
2 (“Class Notice”), and the other documents submitted in support of the Motion for Preliminary
3 Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

4 1. The definitions set out in the Settlement Agreement are incorporated by reference
5 into this Order; all terms defined therein shall have the same meaning in this Order.

6 2. The Court certifies the following settlement class for the purpose of settlement only:
7 all current and former non-exempt, hourly-paid employees who worked for defendant Demolition
8 Specialist, Inc. (“Defendant”), either directly or through any subsidiary, staffing agency, or
9 professional employer organization, at any time during period from March 12, 2016 through August
10 23, 2022 (“Class Period” or “Settlement Period”) in the State of California (“Class Members”).

11 3. The Court preliminarily appoints named plaintiffs Juan Arteaga and Elijah Aguirre
12 as Class Representatives and David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C.,
13 as well as Arash Shirdel of Pacific Premier Law Group, as Class Counsel.

14 4. The Court preliminarily approves the proposed class settlement upon the terms and
15 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
16 settlement appears to be within the range of reasonableness of settlement that could ultimately be
17 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
18 amount is fair, adequate and reasonable as to all potential settlement class members when balanced
19 against the probable outcome of further litigation relating to liability and damages issues. It further
20 appears that extensive and costly investigation and research has been conducted such that counsel
21 for the parties at this time are reasonably able to evaluate their respective positions. It further
22 appears to the Court that the settlement at this time will avoid substantial additional costs by all
23 parties, as well as the delay and risks that would be presented by the further prosecution of the
24 Action. It further appears that the settlement has been reached as the result of intensive, non-
25 collusive, arms-length negotiations utilizing an experienced third party neutral.

26 5. The Court, approves, as to form and content, the Class Notice that has been submitted
27 herewith and attached hereto as Exhibit “1”.

28 6. The Court directs the mailing of the Class Notice by first-class mail to the Class

1 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds
2 that dissemination of the Class Notice set forth in the Settlement Agreement complies with the
3 requirements of law and appears to be the best notice practicable under the circumstances.

4 7. The Court hereby preliminarily approves the definition and disposition of the Gross
5 Settlement Amount, which if not escalated pursuant to the Settlement Agreement, amounts to
6 \$468,600, which is inclusive of: attorneys' fees not to exceed thirty-five percent (35%) of the Gross
7 Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts to
8 \$164,010, in addition to actual costs incurred not to exceed \$20,000.00; an incentive award of
9 \$7,500.00 each to Plaintiff Arteaga and Plaintiff Aguirre; costs of settlement administration of no
10 more than \$8,500.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount
11 of \$20,000.00, of which \$15,000.00 (75%) will be paid to the Labor and Workforce Development
12 Agency ("LWDA") and \$5,000.00 to "PAGA Class Members", defined as Class Members working
13 for Defendant during the period between February 18, 2019 through January 31, 2022 in California
14 as non-exempt, hourly-paid employees.

15 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
16 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

17 9. Defendant shall pay the Gross Settlement Amount within twenty-one (21) calendar
18 days of the Court's final approval of this Settlement.

19 10. Class Member's "Workweeks" shall mean the number of workweeks in which Class
20 Members were employed by the Defendant in a non-exempt, hourly-paid position in California
21 during the Settlement Period in California, based on hire dates, re-hire dates, and termination dates.

22 11. The Settlement is based on Defendant's representation that there are approximately
23 8,302 workweeks worked during the period of March 12, 2016 and January 12, 2022. In the event
24 the number of Workweeks worked by Class Members during the Settlement Period exceeds 8,642
25 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks
26 in excess of 8,642 Workweeks multiplied by the Workweek Value. The Parties stipulate and agree
27 that in the event the aggregate Workweeks worked by Class Members during the Settlement Period
28 exceeds 8,642 Workweeks, the Workweek Value for Workweeks in excess of 8,642 will be \$60.00

1 per Workweek. Thus, for example, should there be 8,700 Workweeks in the Settlement Period, then
2 the Gross Settlement Amount shall be increased by \$3,480.00. $((8,700 \text{ Workweeks} - 8,642$
3 $\text{Workweeks}) \times \$60.00/\text{Workweek}.)$.

4 12. The Court deems Phoenix Settlement Administrators (“Phoenix”) the Settlement
5 Administrator, and payment of administrative costs, not to exceed \$8,500.00, out of the Gross
6 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

7 13. The Settlement Administrator shall prepare and submit to Class Counsel and
8 Defendant’s Counsel a declaration attesting to the completion of the notice process as set forth in
9 the Settlement Agreement, including the number of attempts to obtain valid mailing addresses for
10 and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all
11 opt-outs and objections received.

12 14. The Court directs Defendant to, within thirty (30) calendar days of this Order,
13 provide the Settlement Administrator with the “Class List” for Class Members. The Class List will
14 include for each Settlement Class Member, his or her: (1) name; (2) last known address; (3) last
15 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
16 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each
17 Class Member (“Class List”), which shall be made available to Class Counsel upon request. Class
18 Counsel agrees to keep the Class Member Information confidential and that Class Counsel will not
19 use the Class member Information for any purpose other than to effectuate the Settlement.

20 15. Because Social Security Numbers are included in the Class List, the Settlement
21 Administrator shall maintain the Class List in confidence and shall only access and use the list to
22 administer the settlement in conformity with the Court’s orders.

23 16. Upon receipt of the Class List, the Settlement Administrator shall perform an address
24 search using the United States Postal Service National Change of Address (the “NCOA”) database
25 and update the addresses contained on the Class List with the newly found addresses, if any. To the
26 extent that this process yields an updated address, that updated address shall replace the last known
27 address and be treated as the new last known address for purposes of this Settlement, and for
28 subsequent mailings.

1 17. Within seven (7) calendar days of receiving the Class List from Defendant, the
2 Settlement Administrator shall mail the Class Notice, in English and Spanish, to the Settlement
3 Class Members, via first-class regular U.S. Mail, using the most current mailing address information
4 available.

5 18. The deadline by which Class Members may dispute the number of Workweeks
6 worked, and the deadline by which Class Members may opt out or object, shall be forty-five (45)
7 days from the date of the mailing of the Class Notice, unless the Class Member had their Class
8 Notice re-mailed. Class Members who are re-mailed a Class Notice shall have fifteen (15) calendar
9 days from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is
10 later, in which to postmark a Request for Exclusion, objection, or to dispute the information
11 provided in the Class Notice. This shall be known as the “Response Deadline.”

12 19. The Class Notice shall instruct Class Members on how to exclude themselves from
13 the Settlement Class. Any Class Member may request exclusion from (*i.e.* opt-out) of the Settlement
14 by mailing a written request to be excluded from the Settlement (the “Request for Exclusion”) to
15 the Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a
16 Request for Exclusion must include: (1) the Class Member’s name; (2) the Class Member’s Social
17 Security Number; (3) the Class Member’s signature; and (4) the following statement: “Please
18 exclude me from the Settlement Class in the *Arteaga, et al. v. Demolition Specialist, Inc.* matter” or
19 a statement of similar meaning. The Settlement Administrator shall authenticate any objections and
20 exclusions, and immediately provide copies of all Requests for Exclusion to Class Counsel and
21 Defendant’s Counsel and shall report the Requests for Exclusions that it receives, to the Court, in
22 its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
23 Member who requests exclusion using this procedure will not be entitled to receive any payment
24 from the Settlement and will not be bound by the Settlement Agreement or have any right to object
25 to, appeal, or comment on the Settlement, except that if he or she is a PAGA Class Member, he or
26 she will still be bound by the PAGA Release and will receive his or her proportionate share of the
27 portion of the PAGA payment that is allocated to PAGA Class Members. Any Class Member who
28 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be

1 bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as
2 any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. Class
3 Members may use the Exclusion Form attached hereto as Exhibit “2” to opt-out, which shall be sent
4 with the Class Notice to Class Members.

5 20. Any Class Member who does not submit a timely and valid Request for Exclusion
6 shall be deemed a “Participating Class Member” and be bound by the terms of the Settlement,
7 including the releases provide therein.

8 21. Each Class Member may dispute the number of Workweeks attributed to him or her
9 on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to the
10 Settlement Administrator by the Settlement Class Member, postmarked on or before the Response
11 Deadline. If a Class Member disputes the qualifying workweeks, the information Defendant
12 provided shall control unless the Class Member provides documents by the Document Receipt
13 Deadline that establish otherwise. The Settlement Administrator will make a determination after
14 reviewing the documents, which will be final and binding, subject to oversight by the Court. The
15 Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and
16 counsel for Defendant.

17 22. Only Settlement Class Members who do not opt out of the Settlement (*i.e.*,
18 Settlement Class Members) may object to the Settlement. In order for any Settlement Class Member
19 to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written
20 objection to the Settlement Administrator at the address or phone number provided on the Class
21 Notice no later than the Response Deadline. The date of mailing of the Class Notice to the objecting
22 Class Member shall be conclusively determined according to the records of the Settlement
23 Administrator. The Objection should set forth in writing: (1) the Objector’s name; (2) the Objector’s
24 address; (3) the last four digits of the Objector’s Social Security Number; (4) the Objector’s
25 signature; and (5) the reason(s) for the Objection, along with whatever legal authority, if any, the
26 Objector asserts in support of the Objection. The Settlement Administrator shall email a copy of the
27 Objection forthwith to Class Counsel and Defendant’s counsel and attach copies of all Objections
28 to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiffs’

1 Motion for Final Approval. If a Class Member objects to the Settlement, the Class Member will
2 remain a member of the Settlement Class and if the Court approves this Agreement, the Class
3 Member will be bound by the terms of the Settlement in the same way and to the same extent as a
4 Class Member who does not object. Class Members need not object in writing to be heard at the
5 Final Approval Hearing; they may object or comment in person at the hearing at their own expense.
6 Any Class Member who does not object to the Settlement through a written objection and/or by
7 appearing at the Final Fairness Hearing, however, may not appeal the Final Judgment. Class Counsel
8 and Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court
9 days before the Final Approval Hearing. Class Members may use the Objection Form attached
10 hereto as Exhibit "3" to object, which shall be sent with the Class Notice to Class Members.

11 23. Settlement Class Members may (though are not required to) appear at the Final
12 Approval hearing, either in person or through the objector's own counsel. The failure to file and
13 serve a written objection does not waive a Participating Class Member's right to appear at and make
14 an oral objection at the Final Approval hearing.

15 24. If a Settlement Class Members submits both an Objection and a Request for
16 Exclusion, the Request for Exclusion will control and the Objection will be void.

17 25. All papers filed in support of final approval, including supporting documents for
18 attorneys' fees and costs, shall be filed by July 14, 2022³.

19 26. A Final Approval Hearing shall be held with the Court on August 7, 2022³ at
20 8:30 :A m. in Department "1" of the above-entitled Court to determine: (1) whether the
21 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court;
22 (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive
23 award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and
24 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Class Members.

25 27. In the event the Final Approval hearing is continued, Class Counsel or the Settlement
26 Administrator must provide notice to any objecting Class Members of the continuance.

27 28. ~~No more than seven (7) calendar days after payment by Defendant of the Gross~~
28 ~~Settlement Amount, as well as payment by Defendant of the Employer Taxes, the Settlement~~

CR
1 Administrator shall distribute Payments from the Gross Settlement Amount for: (1) the Service
2 Awards to Plaintiffs as specified in this Agreement and approved by the Court; (2) the Attorneys'
3 Fees and Cost Award to be paid to Class Counsel, as specified in the Settlement Agreement and
4 approved by the Court; (3) the Settlement Administrator Costs, as specified in the Settlement
5 Agreement and approved the Court; (4) the LWDA Payment, as specified in the Settlement
6 Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in the
7 Settlement Agreement and approved by the Court.

8 29. Participating Class Members will receive an Individual Settlement Payment and Aggrieved
9 Employees will receive an Individual PAGA Payment. Individual Settlement Payment and
10 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
11 (180) calendar days after the date of their issuance. Thereafter, uncashed checks for such
12 payments shall be transmitted to the California Controller's Office, Unclaimed Property Fund,
13 thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section
14 384.

15 30. In the event the settlement does not become effective in accordance with the terms
16 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.

19
20 **IT IS SO ORDERED.**

21
22 Dated: March 9, 2023


Judge of the Superior Court

Craig G. Riemer
Judge of the Superior Court

EXHIBIT 1

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

Arteaga, et al. v. Demolition Specialist, Inc.

(County of Riverside, California Superior Court Case No. RIC2001133)

**As a current or former hourly-paid California employee of Demolition Specialist, Inc.,
you are entitled to receive money from a class action settlement.**

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Demolition Specialist, Inc. ("Defendant") show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all persons who currently work or formerly worked for Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as hourly-paid employees in the State of California at any time from March 12, 2016 through August 23, 2022 ("Class Period" or "Settlement Period").

- The settlement is to resolve a class action lawsuit, *Juan Arteaga, and Elijah Aguirre v. Demolition Specialist, Inc.* pending in the Superior Court of California for the County of Riverside, Case Number RIC2001133 (the "Lawsuit"), which alleges that Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to provide accurate wage statements; (6) failed to reimburse employees for business expenses; and (7) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA").
- On [REDACTED], the Riverside County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from February 18, 2019 through January 31, 2022, ("PAGA Period") as a hourly-paid employee of Defendant, as well, then you will be deemed an "PAGA Group Member" and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside 92501.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] m. on [REDACTED], in the Riverside County Superior Court, located at 4050 Main Street, Riverside 92501, in Department 1. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Juan Arteaga and Elijah Aguirre were, hourly-paid employees of Defendant. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendant’s alleged failure to pay overtime and minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon termination or resignation from employment, failure to issue compliant and accurate wage statements, failure to reimburse for business expenses and unfair competition.

Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendant denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and Class Members and PAGA Group Members for the Gross Settlement Amount of \$468,600.00, unless escalated pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$8,500.00; (2) a service payment of up to \$7,500.00 each to Plaintiffs Juan Arteaga and Elijah Aguirre, for a total of \$15,000.00 for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$164,010.00; (4) up to \$20,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of which 75% (or \$15,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent 25% (or \$5,000.00) will be distributed to PAGA Group Members. After deducting these sums, a total of approximately not less than \$241,090.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant estimates that there are approximately 8,302 workweeks worked during the period of March 12, 2016 and January 12, 2022. In the event the number of Workweeks worked by Class Members during the Settlement Period exceeds 8,642 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 8,642 Workweeks multiplied by the Workweek Value. The Parties stipulate and agree that in the event the aggregate Workweeks worked by Class Members during the Settlement Period exceeds 8,642 Workweeks, the Workweek Value for Workweeks in excess of 8,642 will be \$60.00 per Workweek. Thus, for example, should there be 8,700 Workweeks in the Settlement Period, then the Gross Settlement Amount shall be increased by \$3,480.00. $((8,700 \text{ Workweeks} - 8,642 \text{ Workweeks}) \times \$60.00/\text{Workweek})$.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: $(\text{Individual's Eligible Workweeks} \div \text{total Settlement Class Eligible Workweeks}) \times \text{Net Settlement Amount}$. In addition, Class Members who worked during the PAGA Period (*i.e.*, PAGA Group Members) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each PAGA Group Member during the PAGA Period. The estimate range of possible recoveries is between \$[Low Estimate] and \$[High Estimate].

Defendant's records indicate that you worked [Eligible Workweeks] as an hourly-paid employee in California during the Class Period and [Eligible Workweeks] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an PAGA Group Member would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to PAGA Group Members will be allocated as penalties reported on IRS Form 1099. One-Third (33.34%) of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and two-thirds (66.666%) will be allocated as penalties

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive a your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an PAGA Group Members. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

“Released Claims” means, any and all claims that were asserted in the Operative Complaint filed in the Action or any and all claims that could have been asserted against the Released Parties in the Action based solely upon the facts alleged in the Operative Complaint filed in the Action, which includes: For the duration of the Settlement Period, for Participating Class Members, including Plaintiffs: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal periods or premium compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods or premium compensation in lieu thereof; (e) all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for failure to provide accurate wage statements; (g) all claims for failure to reimburse employees for business expenses; (h) all claims for failure to pay prevailing wages; (i) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the with the exception of any allegations for civil penalties under PAGA; (j) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint, with the exception of any allegations for civil penalties under PAGA; and (k) all applicable damages, penalties, interest, and other amounts recoverable under said causes of action or legal theories of relief under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable portions of the applicable Wage Orders, and the California Business and Professions Code section 17200, *et seq.*, with the exception of any allegations for civil penalties under PAGA (the “Class Released Claims”).

For PAGA Class Members (and, to the extent permitted by law, the State of California), the release includes for the duration of the PAGA Period, all claims, causes of action and/or legal theories that were asserted or reasonably could have been asserted in the PAGA Notices and Operative Complaint based on the facts alleged therein for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1174, 1175, 1194, 1197, 1198 and 2810.5 (the “PAGA Released Claims” and collectively with Class Released Claims, the “Released Claims”).

“Released Parties” shall mean Defendant Demolition Specialist, Inc., Defendant Jeremy Thunderburk, Defendant Christina Thunderburk, and their officers, directors, employees, and agents.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and the following statement: “Please exclude me from the Settlement Class in the *Arteaga, et al. v. Demolition Specialist, Inc.* matter” or a statement of similar meaning. You can use the Request for Exclusion form included with this notice. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Phoenix Settlement Administrators
[Add Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are a PAGA Group Member, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. You can use the Objection to Settlement form included with this notice. Your written objection must be mailed the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for _____ at _____.m. in the Riverside County Superior Court, located at 4050 Main Street, Riverside 92501, in Department 1, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

///

BIBIYAN LAW GROUP, P.C.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Jeffrey D. Klein (SBN 297296)
jeff@tomorrowlaw.com
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Operative Complaint, Settlement Agreement, the Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT 2

REQUEST FOR EXCLUSION

Only complete this REQUEST FOR EXCLUSION form if you want to opt out of (not participate in) the settlement of the action known as *Arteaga v. Demolition Specialist, Inc.*, filed in Riverside County Superior Court, Case No. RIC2001133. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.

I confirm that I worked for Demolition Specialist, Inc., either directly or through any subsidiary, staffing agency, or professional employer organization, in the State of California as a non-exempt, hourly-paid employee at some point during the period between March 12, 2016 through August 23, 2022.

Please exclude me from the settlement class in the *Arteaga v. Demolition Specialist, Inc.*, matter. **I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.**

Print Name: _____

Your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Arteaga, et al. v. Demolition Specialist, Inc. Settlement
c/o [Phoenix Settlement Administrators]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRES.

EXHIBIT 3

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement Form if you want to object to the settlement of the action known as *Arteaga v. Demolition Specialist, Inc.*, filed in Riverside County Superior Court, Case No. RIC2001133.

IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTION, YOU WILL STILL INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. TO AVOID A POTENTIAL RELEASE OF YOUR CLAIMS, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION". Do not fill out both forms.

You may also appear at the Final Approval Hearing on _____ in Department 1 of the Riverside County Superior Court located at 4050 Main St, Riverside, CA 92501, either in person, by audio, or video, to object to the Settlement. If you do not object on or before the Final Approval Hearing, you will be deemed to have approved the Settlement and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

I confirm that I worked for Demolition Specialist, Inc., either directly or through any subsidiary, staffing agency, or professional employer organization, in the State of California as a non-exempt, hourly-paid employee at some point during the period between March 12, 2016 through August 23, 2022.

I wish to object to the settlement reached in the *Arteaga v. Demolition Specialist, Inc.*, matter. The nature and basis for the objection are as follows:

Print Full Name: _____

Last Four Digits of Your Social Security Number: _____

Residence Street Address: _____

City, State and Zip Code: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [RESPONSE DEADLINE]. Send this signed objection form to the Settlement Administrator at:

Arteaga v. Demolition Specialist, Inc. Settlement
c/o [Phoenix Settlement Administrators]



**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRES.**