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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
23 **FOR THE COUNTY OF SAN FRANCISCO**

24 FERNANDO GUTIERREZ;  
25 DAVID CASTILLO; MARCO  
26 GONZALEZ; individually and on  
27 behalf of others similarly situated,

28 Plaintiff,

vs.

SAARMAN CONSTRUCTION,  
LTD.; SAARMAN, LLC; and  
DOES 1 through 100, inclusive,  
Defendants.

Case No.: CGC-18-568258

[Assigned to Hon. Andrew Y.S. Cheng, Dept.  
613]

**JOINT STIPULATION RE CLASS  
ACTION SETTLEMENT AND RELEASE**

Complaint Filed: July 20, 2018

1           **JOINT STIPULATION RE CLASS ACTION SETTLEMENT AND**  
2 **RELEASE**

3           This Joint Stipulation of Class Action Settlement and Release (“Settlement” or  
4 “Settlement Agreement”) is made and entered into by and between plaintiffs FERNANDO  
5 GUTIERREZ, DAVID CASTILLO and MARCO GONZALEZ (“Plaintiffs” or “Class  
6 Representatives”), as individuals and on behalf of all others similarly situated, and  
7 defendant SAARMAN CONSTRUCTION, LTD. (“Defendant”) (collectively the  
8 “Parties”).

9   **BACKGROUND**

10           This action is entitled *Fernando Gutierrez et al. v. Saarman Construction, Ltd.*,  
11 Case No. CGC-18-568258, pending before the Honorable Andrew Y.S. Cheng in the  
12 Superior Court of California for the County of San Francisco. Defendant Saarman  
13 Construction, Ltd. is a construction company and provides a comprehensive range of  
14 rehabilitation and reconstruction services, including retrofitting and maintenance.  
15 Plaintiffs worked for Defendant. As persons employed in an on-site construction  
16 occupation, Plaintiffs’ employment was also governed by Industrial Welfare Commission  
17 Wage Order No. 16-2001 (“Wage Order No. 16”), See Cal. Code Regs., tit, 8, § 11160,  
18 subd. (1).

19           This action was initially filed on July 20, 2018. In the Class Action Complaint,  
20 Plaintiffs alleged (1) failure to pay wages, including state minimum and prevailing  
21 wages; (2) failure to pay overtime wages; (3) failure to furnish accurate wage statements;  
22 (4) failure to indemnify for work expenses; (5) unfair competition. Plaintiffs alleged these  
23 claims on behalf of “All hourly construction workers, laborers, and carpenters who  
24 worked for Defendants in California during the period of four years prior to the filing of  
25 this action through the present.”

26           On June 30, 2020, the Court entered an Order Granting Leave to File Amendment  
27 to Complaint. In the Order, the Court allowed Plaintiffs to amend the Complaint to add a  
28 cause of action for “Failure to Pay Earned Wages Upon Termination or Discharge”

1 pursuant to California Labor Code Sections 201, 202, and 203. On July 1 2020, Plaintiffs  
2 filed the First Amended Complaint, adding a Sixth Cause of Action for Failure to Pay  
3 Earned Wages Upon Termination or Discharge.

4 On October 2, 2020, the Court entered an order granting the Parties’ Stipulation to  
5 dismiss Defendant Saarman, LLC without prejudice.

6 On May 26, 2022, the Parties mediated this matter with the Honorable George  
7 Hernandez (Ret.) of ADR Services, Inc. The mediation was unsuccessful.

8 On or about June 27, 2022, the Parties attended a Mandatory Settlement  
9 Conference with the Honorable Anne-Christine Massullo. The Parties did not reach a  
10 settlement at the MSC. However, the Parties continued to engage in settlement  
11 discussions by and through Judge Massullo.

12 On or about September 30, 2022, the Parties attended a follow-up Mandatory  
13 Settlement Conference with Judge Massullo. The conference resulted in a class-wide  
14 settlement, the terms and conditions of which are now memorialized in this Stipulation.

15 **DEFINITIONS**

16 The following definitions are applicable to this Settlement Agreement. Definitions  
17 contained elsewhere in this Settlement Agreement will also be effective.

18 1. “Action” means *Fernando Gutierrez et al. v. Saarman Construction, Ltd.*,  
19 Case No. CGC-18-568258, Superior Court of California for the County of San Francisco.

20 2. “Class Counsel” means Michael H. Kim, P.C.

21 3. “Class,” “Class Member(s)” or “Settlement Class” means all hourly  
22 employees who worked shifts over 8.0 hours under an Alternative Workweek Schedule in  
23 their employment by Defendant in California during the period of July 20, 2014, through  
24 the present, but who were not paid an overtime premium rate for time in excess of 8.0  
25 hours for those shifts, but excluding all employees who executed individual settlement  
26 agreements with Defendant prior to January 1, 2023.

27 4. “Mercy Housing Project Subclass” shall mean all hourly employees who  
28 worked for Defendant at the a public works project known as Francis of Assisi, a/k/a the

1 Mercy Housing Project from January 20, 2014, through the present, and who were paid  
2 an hourly rate classified as “Laborer Group 3” while working on that project, but  
3 excluding all employees who executed individual settlement agreements with Defendant  
4 prior to January 1, 2023.

5 5. “Court” means the Superior Court of California for the County of San  
6 Francisco.

7 6. “Defendant” means Saarman Construction, Ltd.

8 7. “Released Parties” means Saarman Construction, Ltd. and all of its present  
9 and former parents and joint ventures, and all of their shareholders, members, managers,  
10 officers, officials, directors, employees, agents, servants, registered representatives,  
11 attorneys, insurers, successors, and assigns, and any other persons acting by, through,  
12 under, or in concert with any of them.

13 8. “Effective Date” means the latest of the following dates: (i) the date upon  
14 which the Court grants final approval of the Settlement if no Settlement Class members  
15 file objections to the Settlement; or (ii) if a Class Member files an objection to the  
16 Settlement, sixty (60) days after the date upon which the Court grants final approval of  
17 the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated  
18 by an objector, the Effective Date shall be the date of final resolution of that appeal  
19 (including any requests for rehearing and/or petitions for certiorari), resulting in final  
20 judicial approval of the Settlement.

21 9. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll  
22 taxes, including, but not limited FICA and FUTA, on the portion of the Individual  
23 Settlement Payments that constitutes wages. Defendant’s share of payroll taxes shall not  
24 be included in the Gross Settlement Amount and shall be paid separately by Defendant.  
25 The Settlement Administrator shall handle the calculation of the taxes owed, payment of  
26 such amounts to the appropriate agencies and reporting

27 10. “Gross Settlement Amount” is the amount of One Hundred and Fifty  
28 Thousand Dollars (\$150,000.00), which is the amount to be paid by Defendant pursuant

1 to this Settlement Agreement. The Gross Settlement Amount is non-reversionary and  
2 includes: (a) all Individual Settlement Payments to Participating Class Members; (b) the  
3 Class Representative Enhancement Payments to Plaintiffs; (c) Attorneys' Fees and Costs  
4 to Class Counsel, and (d) Settlement Administration Costs to the Settlement  
5 Administrator. The Gross Settlement Amount does not include the Employer's Share of  
6 Payroll Taxes.

7 11. "Individual Settlement Payment" means a Participating Class Member's  
8 share of the Net Settlement Amount. IRS forms 1099 and W-2 will be distributed at times  
9 and in the manner required by the Internal Revenue Code of 1986, as amended (the  
10 "Code") and consistent with this Agreement with respect to payments made to the  
11 Participating Class Members.

12 12. "Net Settlement Amount" means the Gross Settlement Amount less  
13 deductions for the Class Representative Enhancement Payments, Attorneys' Fees and  
14 Costs, and Settlement Administration Costs. The Net Settlement Amount does not  
15 include the Employer's Share of Payroll Taxes.

16 13. "Notice of Class Action Settlement" means the Notice of Class Action  
17 Settlement and Request for Exclusion Form, together attached as Exhibit A and Exhibit B  
18 respectively, to be mailed to all members of the Settlement Class upon Preliminary  
19 Approval.

20 14. "Participating Class Members" means all Class Members who do not submit  
21 valid Requests for Exclusion.

22 15. "Preliminary Approval" means the Court order granting preliminary  
23 approval of the Settlement Agreement.

24 16. "Released Claims" means all claims released by Plaintiffs and Class  
25 Members, as defined below.

26 17. "Released Claims Period" or "Class Period" means the period from July 20,  
27 2014 through the date of preliminary approval.

28

1 18. “Response Deadline” means the deadline by which Class Members must  
2 postmark to the Settlement Administrator Requests for Exclusion or Objections to the  
3 Settlement. The Response Deadline will be sixty (60) calendar days from the initial  
4 mailing of the Notice of Class Action Settlement by the Settlement Administrator, unless  
5 the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline  
6 will be extended to the next day on which the U.S. Postal Service is open.

7 19. “Settlement Administrator” means CPT Group, Inc., or any other third-party  
8 class action settlement administrator approved by the Parties and the Court for the  
9 purposes of administering this Settlement. The Parties represent that they do not have a  
10 financial interest in the Settlement Administrator or otherwise have a relationship with  
11 the Settlement Administrator that could create a conflict of interest.

12 20. “Workweeks” means the number of calendar weeks during which the Class  
13 Members performed work for Defendant during the Released Claims Period as calculated  
14 by the Settlement Administrator based on pay records previously produced by Defendant  
15 and rounding up to the nearest whole number.

#### 16 **TERMS OF THE AGREEMENT**

17 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as  
18 follows:

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

26 22. Non-Admission of Liability. The Parties enter into this Settlement to resolve  
27 the dispute that has arisen between them and to avoid the burden, expense, and risk of  
28 continued litigation. In entering into this Settlement, Defendant does not admit, and

1 specifically denies, that it violated any federal, state, or local law; violated any  
2 regulations or guidelines promulgated pursuant to any statute or any other applicable  
3 laws, regulations or legal requirements; breached any contract; violated or breached any  
4 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful  
5 conduct with respect to the Class Members. Neither this Settlement, nor any of its terms  
6 or provisions, nor any of the negotiations connected with it, will be construed as an  
7 admission or concession by Defendant of any such violations or failures to comply with  
8 any applicable law. Except as necessary in a proceeding to enforce the terms of this  
9 Settlement, this Settlement and its terms and provisions will not be offered or received as  
10 evidence in any action or proceeding to establish any liability or admission on the part of  
11 Defendant or to establish the existence of any condition constituting a violation of, or a  
12 non-compliance with, federal, state, local or other applicable law.

13       23. No Admission of Liability. For settlement purposes only, the Parties agree  
14 to resolution of the Settlement Class in accordance with the terms of this Settlement  
15 Agreement. If, for any reason, the Settlement is not fully and finally approved and/or the  
16 Effective Date does not occur, the stipulation will be void *ab initio*, and Defendant will  
17 not be deemed to have waived or limited any objections or defenses to any matter. The  
18 Parties further agree that nothing in this Settlement Agreement will be construed as an  
19 admission or acknowledgement in this or any other proceeding that Defendant is liable to  
20 Plaintiffs or any Class Member other than in accordance with the terms of this  
21 Settlement.

22       24. Released by Class Members: Providing there is final approval of this  
23 Settlement, then as of the Effective Date, each Settlement Class Member, individually  
24 and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs  
25 and personal representatives, shall fully and finally release and discharge, and shall be  
26 deemed to have fully and finally released and discharged, the Released Parties, and each  
27 of them from the Released Class Claims. The Released Class Claims with respect to the  
28 Settlement Class Members include all claims, rights, demands, liabilities, statutory causes

1 of action, and theories of liability of every nature and description, whether known or  
2 unknown, that were alleged in the Action, or could have been alleged based on any facts,  
3 transactions, events, policies, occurrences, acts, disclosures, statements, omissions or  
4 failure to act pled in the Action against any of the Released Parties, including, but not  
5 limited to, failure to pay wages including, but not limited to, overtime wages and  
6 minimum wages, failure to pay wages semi-monthly at designated times, failure to pay  
7 wages upon termination and failure to provide accurate itemized wage statements,  
8 penalties, damages, interest, costs or attorneys' fees, and violations of any other state or  
9 federal law, whether for economic damages, non-economic damages, liquidated damages,  
10 restitution, tort, contract, equitable relief, injunctive or declaratory relief, to the extent  
11 necessary to effect a full and complete release of the Released Class Claims, including,  
12 but not limited to, all claims under any common laws, contract, the Fair Labor Standards  
13 Act ("FLSA"), Cal. Code of Regulations, Title 8, Sections 11000, *et seq.*, Wage Order 9  
14 or any other applicable Wage Order, California Labor Code Sections 200-204, 208, 210,  
15 218.5, 218.6, 223, 224, 225.5, 226, 510, 558, 1194-1197.1, 1771-1774, 2802 and any  
16 related provisions, the California Code of Civ. Proc. Section 1021.5, and/or the California  
17 Business & Professions Code Sections 17200, *et seq.* This release shall extend to all such  
18 claims accrued during the Class Period. Notwithstanding the foregoing, Released Class  
19 Claims do not include any individual claim under Section 216(b) of the FLSA, 29 U.S.C.  
20 § 216(b), as to a Settlement Class Member who does not opt-in to the Settlement by  
21 cashing, depositing, or endorsing his or her Individual Settlement Payment check, to the  
22 extent that opting-in is required to release such FLSA claims. This waiver and release  
23 will be final and binding on the Effective Date, and will have every preclusive effect  
24 permitted by law. Class Members will not file, and will not request any other party or  
25 entity to file on their behalf, any claim, complaint, charge or request for damages or any  
26 other relief released above, including with any local, state, or federal governmental or  
27 quasi-governmental agency or any state, administrative, or federal court, or any licensing  
28 or accreditation organization, against the Released Parties.



1           25. Release by Plaintiffs. Upon final approval of the Settlement, Plaintiffs for  
2 themselves, their successors, assigns, agents, executors, heirs and personal  
3 representatives, and spouses, and any and all of them, voluntarily waives and releases any  
4 and all claims, obligations, demands, actions, rights, causes of action, and liabilities  
5 against any of the Released Parties of whatever kind and nature, character, and  
6 description, whether in law or equity, whether sounding in tort, contract, federal, state  
7 and/or local law, statute, ordinance, regulation, constitution, common law, or other source  
8 of law or contract, whether known or unknown, and whether anticipated or unanticipated,  
9 including all claims arising from or relating to any and all acts, events and omissions  
10 occurring prior to the date of final approval of this Agreement including, but not limited  
11 to, all claims which relate in any way to his employment with or the termination of his  
12 employment with the Released Parties and/or his provision of services to the Released  
13 Parties at any of Defendants' locations during the Class Period. Plaintiffs further release  
14 all unknown claims against any of the Released Parties, covered by California Civil Code  
15 Section 1542, which states: **“A general release does not extend to claims that the  
16 creditor or releasing party does not know or suspect to exist in his or her favor at the  
17 time of executing the release and that, if known by him or her, would have  
18 materially affected his or her settlement with the debtor or released party.”**  
19 Notwithstanding the provisions of section 1542, and for the purpose of implementing a  
20 full and complete release and discharge of all of his Released Claims, Plaintiffs expressly  
21 acknowledge that this Settlement is intended to include in its effect, without limitation,  
22 all Released Claims which Plaintiffs do not know or suspect to exist in their favor at the  
23 time of execution hereof, and that the Settlement contemplates the extinguishment of all  
24 such Released Claims

25           26. Net Settlement Amount Allocation: The Net Settlement Amount shall be  
26 allocated between the Class and the Mercy Housing Project Subclass as follows: 75% of  
27 the Net Settlement Amount shall be allocated to the Class and 25% of the Net Settlement  
28 Amount shall be allocated to the Mercy Housing Project Subclass.

1           27.   Individual Settlement Payment Calculations. Individual Settlement

2 Payments will be calculated and apportioned from the Net Settlement Amount as follows.

- 3           a. Class: The portion of the Net Settlement Amount allocated to the Class shall  
4           be divided by the total number of shifts over 8.0 hours that all Class  
5           Members worked during the Class Period under the Alternative Workweek  
6           Schedule, but were not paid an overtime premium rate for time in excess of  
7           8.0 hours. This will result in the “Shift Value.” Each Class Member’s  
8           Individual Settlement Payment will be calculated by multiplying the Shift  
9           Value by the number of shifts over 8.0 hours that the Class Member worked  
10          during the Class Period under the Alternative Workweek Schedule, but were  
11          not paid an overtime premium rate for time in excess of 8.0 hours.
- 12          b. Mercy Housing Project Subclass: The portion of the Net Settlement amount  
13          allocated to the Mercy Housing Project Subclass shall be divided by the total  
14          number of hours worked by all Mercy Housing Project Subclass Members  
15          on the Mercy Housing Project that were allocated to “Laborer Group 3,”  
16          resulting in the “Hour Value.” Each Mercy Housing Project Subclass  
17          Member’s Individual Settlement Payment will be calculated by multiplying  
18          the number of hours the individual worked that were allocated to “Laborer  
19          Group 3” by the “Hour Value.”
- 20          c. For purposes of making these calculations, the Settlement Administrator will  
21          use data produced by Defendant, which Defendant will provide to the  
22          Settlement Administrator within twenty-one (21) days of Preliminary  
23          Approval.
- 24          d. The Parties agree that the formula described herein is reasonable and that the  
25          payments are designed to provide a fair settlement to each Settlement Class  
26          Member and Mercy Housing Project Subclass Member in light of the  
27          uncertainties regarding the compensation alleged to be owed and the  
28          calculation of such amounts.

1           28.    Allocation of Individual Settlement Payments. Fifty percent (50%) of the  
2 amount of each Individual Settlement Payment to each Settlement Class Member shall be  
3 allocated to their respective alleged unpaid wage claims and shall be paid net of all  
4 applicable employment taxes, including any federal, state, and/or local in issue tax  
5 withholding requirements and the employee share of FICA taxes. Fifty percent (50%) of  
6 the amount of each Individual Settlement Payment to each individual Settlement Class  
7 Member shall be allocated to alleged penalties and shall not be subject to withholding.

8           29.    Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys'  
9 Fees of not more than 26 2/3% of the Gross Settlement Fund, or Forty Thousand Dollars  
10 (\$40,000.00) in attorneys' fees, and attorneys' reasonable litigation costs (including any  
11 expert costs) of not more than Ten Thousand Dollars (\$10,000.00), and Defendant agrees  
12 not to oppose such application. These amounts include, without limitation, all time  
13 expended by Plaintiffs' Counsel in litigating this action, negotiating this settlement,  
14 conducting pre-litigation investigations and discovery, preparing the Settlement  
15 Agreement and securing Preliminary and Final Approval (including any appeals therein),  
16 and there will be no additional charge of any kind to either the Settlement Class Members  
17 or Defendant for such work. All Attorneys' Fees and Costs will be paid from the Gross  
18 Settlement Amount. If the Court reduces the requested attorneys' fees, costs and  
19 expenses, any such reduction will be added to the Net Settlement Amount available to  
20 Participating Class Members.

21           30.    Class Representative Enhancement Payment. Plaintiffs will apply to the  
22 Court for a Class Representative Enhancement Payment of not more than Five Thousand  
23 Dollars and Zero Cents (\$5,000.00) each, for a total of Fifteen Thousand Dollars and  
24 Zero Cents (\$15,000.00), without deductions, for their effort and work in prosecuting the  
25 Action on behalf of Class Members, and Defendant agrees not to oppose such  
26 application. The Class Representative Enhancement Payment, which will be paid from  
27 the Gross Settlement Amount, will be in addition to Plaintiffs' right to an Individual  
28 Settlement Payment. Plaintiffs will be solely and legally responsible to pay any and all

1 applicable taxes on the payments made pursuant to this paragraph and will hold  
2 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a  
3 result of the payments. Plaintiffs will not have the right to revoke this Settlement in the  
4 event that the Court does not approve the amount sought by Plaintiffs as a Class  
5 Representative Enhancement Payment. If the Court reduces the requested Class  
6 Representative Enhancement Payment, any such reduction will be added to the Net  
7 Settlement Amount.

8       31. Settlement Administration Costs. The Settlement Administrator will be paid  
9 for the reasonable costs of administration of the Settlement and calculation, distribution,  
10 and reporting of payments, up to a maximum of \$11,000. These costs, which will be paid  
11 from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on  
12 the Individual Settlement Payments, the issuing of IRS Forms, preparing, distributing,  
13 and tracking Notices of Class Action Settlement, confirming/auditing claims for  
14 payments for compliance with the Settlement, calculating and distributing all payments to  
15 be made pursuant to the Settlement, and providing reports and declarations.

16       32. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the  
17 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of  
18 a Preliminary Approval Order for: (i) preliminary approval of the proposed Settlement  
19 Agreement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. In  
20 conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement  
21 Agreement, which sets forth the terms of this Settlement, and will include the proposed  
22 Notice of Class Action Settlement and Request for Exclusion.

23       33. Delivery of the Class List. “Class List” means a complete list of all Class  
24 Members that Defendant will diligently and in good faith request and compile from  
25 Defendant’s records. The Class List will include the following information from  
26 Defendant’s records:

- 27       ▪ Name, address, phone number, for each class/subclass member;
- 28       ▪ Whether the employee is a member of the class, subclass, or both;

- 1           ▪ Number of shifts for share of settlement for the class;
- 2           ▪ Number of hours for share of settlement for the subclass;
- 3           ▪ Total number of shifts for calculation of Shift Value;
- 4           ▪ Total number of hours for calculation of Hour Value;

5           Within twenty-one (21) days of Preliminary Approval, Defendant will provide the  
6 Class List to the Settlement Administrator; Plaintiffs' counsel will not receive a copy of  
7 the list.

8           34. Notices of Class Action Settlement. Within seven (7) days of receipt of the  
9 Class List, the Settlement Administrator will mail a Notice of Class Action Settlement to  
10 all Class Members via regular First-Class U.S. Mail, using the most current, known  
11 mailing addresses identified in the Class List. The Notice of Class Action Settlement will  
12 be in the form attached as Exhibit A, or as provided by Court order, and will include, but  
13 not be limited to, information regarding the nature of the Action; a summary of the  
14 substance of the Settlement, including Defendant's denial of liability; the definition of the  
15 Settlement Class; the procedure and time period for objecting to the Settlement and  
16 participating in the Final Approval hearing; how settlement payments will be calculated;  
17 a statement that the Court has preliminarily approved the Settlement; a statement that  
18 Class Members will release the settled claims unless they opt out, a Request for  
19 Exclusion Form is attached hereto as Exhibit B; information regarding the opt-out  
20 procedures; and the estimated payment based on Workweeks as contained in the Notice  
21 of Class Action Settlement.

22           35. Adjustment of Gross Settlement Amount. If the total number of Class  
23 Members increases by ten percent (10%) or more from the Parties' estimate of 486 total  
24 Class Members, as determined before the notice of class settlement is distributed to the  
25 Class Members, the Gross Settlement Amount shall increase by the same percentage. For  
26 example, if the total number of Class Members increases by ten percent (10%), the Gross  
27 Settlement Amount shall automatically increase by ten percent (10%).  
28

1           36.   Confirmation of Contact Information. Prior to mailing, the Settlement  
2 Administrator will perform a search based on the National Change of Address Database  
3 for information to update and correct for any known or identifiable address changes. Any  
4 Notices of Class Action Settlement returned to the Settlement Administrator as non-  
5 deliverable on or before the Response Deadline will be sent promptly via regular First-  
6 Class U.S. Mail to the forwarding address affixed thereto, and the Settlement  
7 Administrator will indicate the date of such re-mailing on the Notice of Class Action  
8 Settlement. If no forwarding address is provided, the Settlement Administrator will  
9 promptly attempt to determine the correct address using a skip tracing search or any other  
10 commercial locate-and-search tool, and will then perform a single re-mailing. With  
11 regard to any Class Member whose Notice of Class Action Settlement is returned as non-  
12 deliverable, and for whom the Settlement Administrator is unable to determine a reliable  
13 address using reasonable and customary methods, their Individual Settlement Payment  
14 will be provided by the Settlement Administrator as part of the funds that will be sent to  
15 the Controller of the State of California pursuant to the Unclaimed Property Law,  
16 California Civil Code § 1500 et seq. as described in Paragraph 50 below.

17           37.   Disputed Information on Notices of Class Action Settlement. Class  
18 Members will have an opportunity to dispute their number of shifts and/or hours as stated  
19 in the Class Notice, provided they file a dispute with the Settlement Administrator in  
20 writing postmarked, faxed, or emailed no later than 30 days after the mailing of the  
21 Notices of Class Action Settlement. To the extent that Class Members dispute the  
22 number of shifts and/or hours, Class Members may produce evidence to the Settlement  
23 Administrator showing that such information is inaccurate. The Settlement Administrator  
24 will advise the Parties of such dispute. Defendant's records will be presumed correct, but  
25 the Settlement Administrator will evaluate the evidence submitted by the Class Member  
26 and will make the preliminary decision as to the merits of the dispute and will provide a  
27 written decision to the Parties within seven (7) days of receipt of the dispute. The Court  
28 shall have final decision-making authority as to the result of each objection.

1           38.   Requests for Exclusion. Any Class Member who does not affirmatively opt  
2 out of the Settlement Agreement by submitting a timely and valid Request for Exclusion  
3 will be bound by the Settlement Agreement's terms, including those pertaining to the  
4 Released Claims, as well as any Judgment that may be entered by the Court if it grants  
5 final approval of the Settlement. Any Class Member wishing to opt-out from the  
6 Settlement Agreement must sign and postmark a written "Request for Exclusion" to the  
7 Settlement Administrator within the Response Deadline. The Request for Exclusion  
8 must: (i) set forth the name, address, telephone number and the last four digits of the  
9 Social Security Number of the Class Member requesting exclusion; (ii) be signed by the  
10 Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the  
11 Class Member does not wish to be included in the Settlement; and (v) be postmarked,  
12 faxed, or emailed on or before the Response Deadline. The postmark, fax, or email date  
13 will be the exclusive means to determine whether a Request for Exclusion has been  
14 timely submitted. The Parties and their attorneys and the Plaintiffs will not solicit or  
15 encourage any Class Member, directly or indirectly, to opt out of the Settlement  
16 Agreement.

17           39.   Defective Submissions. If a Class Member's Request for Exclusion is  
18 defective as to the requirements listed herein, that Class Member will be given an  
19 opportunity to cure the defect(s). The Settlement Administrator will attempt to contact  
20 the Class Member by telephone and mail the Class Member a cure letter within  
21 three (3) business days of receiving the defective submission to advise the Class Member  
22 that his or her submission is defective and that the defect must be cured to render the  
23 Request for Exclusion valid. The Class Member will have until (i) the Response  
24 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date  
25 is later, to postmark, fax, or email a revised Request for Exclusion. If the revised Request  
26 for Exclusion is not postmarked, faxed, or emailed within that period, it will be deemed  
27 untimely.

28

1           40.   Objection Procedures. To object to the Settlement Agreement (“Objection”),  
2 a Class Member can either submit a written Objection to the Settlement Agreement or  
3 appear at the Final Approval hearing in person or by and through counsel, to state and  
4 argue his/her objection to the Settlement. If a written Objection is submitted, the  
5 Objection must be mailed, faxed, or emailed to the Settlement Administrator on or before  
6 the Response Deadline. The Objection must include: (a) the objector’s full name,  
7 signature, address, and telephone number, and (b) a written statement of all grounds for  
8 the Objection. Alternatively, Class Members may appear, in person or through counsel of  
9 their choice, at the Final Approval Hearing to argue and present their Objections to the  
10 Court. The Parties or their counsel shall not solicit or otherwise encourage Class  
11 Members to submit Objections to the Settlement Agreement or appeal from the Order and  
12 Judgment.

13           41.   Reports Regarding Settlement Administration. The Settlement  
14 Administrator will provide Defendant’s counsel and Class Counsel a weekly report that  
15 certifies the number of Class Members who have submitted valid Requests for Exclusion,  
16 Objections, and disputes regarding dates they performed work and/or Workweek  
17 calculations. Additionally, the Settlement Administrator will provide to counsel for both  
18 Parties any updated reports regarding the administration of the Settlement Agreement as  
19 needed or requested and will immediately forward to the Parties any objections mailed to  
20 the Claims Administrator.

21           42.   Rights of Termination. Except as set forth above, if the Court or, in the event  
22 of an appeal, any appellate court refuses to approve, or modifies, any material aspect of  
23 this Agreement or the proposed Preliminary Approval Order or Final Approval Order and  
24 Judgment, including but not limited to any judicial findings included therein, Plaintiffs or  
25 Defendant may terminate this Agreement and the Settlement as set forth below. The  
26 Parties acknowledge and agree that any modification to the terms of this Agreement  
27 relating to the scope of the release, or to Defendant’s financial obligations, shall be  
28



1 deemed a material modification constituting grounds for cancellation or termination of  
2 the Agreement and the Settlement.

3         Within fifteen (15) days of the Settlement Administrator receiving notice from any  
4 Party of such termination or failure, (i) the Settlement Administrator shall return the  
5 balance of the settlement fund, including any interest, to Defendant, and (ii) the  
6 Settlement Administrator shall provide the Parties with a report of all Administration  
7 Costs incurred. The Party terminating the Agreement will be responsible for paying any  
8 Administration Costs. If the Parties mutually terminate the Agreement, Plaintiffs and  
9 Defendant each will be responsible for paying fifty percent (50%) of any Administration  
10 Costs.

11         43. Limited Right to Cancel. If ten percent (10%) or more of the Class  
12 Members submit valid and timely Requests for Exclusion, Defendant shall have the  
13 absolute right, in its sole discretion, and notwithstanding any other provisions of the  
14 Settlement Agreement, to withdraw from, and cancel, without penalty whatsoever, the  
15 Settlement Agreement in its entirety. If Defendant exercises the right to cancel, it shall  
16 pay the costs incurred by the Settlement Administrator up to that date. If this right is  
17 exercised by Defendant, the Settlement Agreement will be null and void for all purposes  
18 and may not be used or introduced in further litigation. The right can be exercised only  
19 by a writing stating clearly that Defendant is canceling, and withdrawing from, the  
20 Settlement Agreement, which is sent by Defendant's counsel to Class Counsel by mail or  
21 email no later than five (5) business days after the Response Deadline. If the right  
22 provided in this paragraph is not so exercised, it shall be waived and cannot later be  
23 exercised.

24         44. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration  
25 of the deadlines to postmark, fax, or email Requests for Exclusion or Objections to the  
26 Settlement Agreement, and with the Court's permission, a Final Approval/Settlement  
27 Fairness Hearing will be conducted to determine the Final Approval of the Settlement  
28 Agreement along with the amounts properly payable for: (i) Individual Settlement

1 Payments; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees and  
2 Costs; and (iv) all Settlement Administration Costs. Class Counsel will be responsible  
3 for drafting all documents necessary to obtain final approval, and will provide  
4 Defendant's counsel reasonable opportunity to review and provide comments regarding  
5 such documents before they are filed. Class Counsel will also be responsible for drafting  
6 the request for attorneys' fees and costs.

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

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

13 47. Judgment and Continued Jurisdiction. Contemporaneous with Plaintiffs  
14 filing the motion for final approval of the settlement, the Parties will present an agreed  
15 form of the Proposed Judgment to the Court for its consideration. The Court, in its  
16 discretion, may enter a Judgment approved by it. After entry of the Judgment, the Court  
17 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation  
18 and enforcement of the terms of the Settlement, (ii) Settlement administration matters,  
19 and (iii) such post-Judgment matters as may be appropriate under court rules or as set  
20 forth in this Settlement Agreement pursuant to California Code of Civil Procedure section  
21 664.6. In the event that a motion to enforce this Agreement is required to be filed due to  
22 a party's failure to comply with the terms herein, the prevailing party shall be awarded  
23 reasonable attorneys' fees and costs, which shall be in addition to any amounts to be paid  
24 under this settlement.

25 48. Funding of the Gross Settlement Amount. Within ten (10) days after the  
26 Effective Date, Defendant will deposit the Gross Settlement Amount into a settlement  
27 fund to be established by the Settlement Administrator by check, Automated Clearing  
28 House (ACH) transfer, or wire transfer.

1           49.   Distribution and Timing of Individual Settlement Payments. Within seven  
2 (7) days of funding of the Gross Settlement Amount from Defendant, the Settlement  
3 Administrator shall provide Class Counsel and Defendant's counsel the administration  
4 spreadsheet, with identifying information redacted save for that of Plaintiff, regarding the  
5 final calculations for purposes of distributing the Gross Settlement Amount. The Parties  
6 must submit any requested changes to the spreadsheet, or confirm that they do not have  
7 any requested changes. Within fourteen (14) days of funding of the Gross Settlement  
8 Amount, the Settlement Administrator will issue payments to: (i) Participating Class  
9 Members; (ii) Plaintiffs for the Class Representative Enhancement payment; and (iii)  
10 Class Counsel for attorneys' fees and costs. The Parties and the Settlement Administrator  
11 shall cooperate in finalizing the final calculations as contained in the spreadsheet prior to  
12 the distribution of funds from the Gross Settlement Amount to comply with the time  
13 specifications alleged herein. The Settlement Administrator will also issue a payment to  
14 itself for Court-approved services performed in connection with the Settlement.

15           50.   Unclaimed Funds. All checks for their Individual Settlement Payments will  
16 be mailed within fourteen (14) days of funding or deposit of the Gross Settlement  
17 Amount, except that checks will not be sent to Class Members whose Notice of Class  
18 Action Settlement and Estimated Distribution Form are returned as non-deliverable and  
19 for whom the Settlement Administrator is unable to determine a reliable address using  
20 reasonable and customary methods. Rather, the Individual Settlement Payments  
21 corresponding to Class Members who cannot be located, if any, will be held by the  
22 administrator and submitted to the Controller of the State of California to be held  
23 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq. at the end  
24 of the check cashing deadline of 180 days. Checks will remain negotiable for 180 days.  
25 If any Class Member does not cash his or her check within 180 days, the check will be  
26 void. This limitation shall be printed on the face of each check. The voidance of checks  
27 shall have no effect on the Class Members' release of claims, obligations, representations,  
28 or warranties as provided herein, which shall remain in full effect.

1           The value of any uncashed checks by the 180-day deadline will be tendered by the  
2 Settlement Administrator via proper escheatment procedures to the Controller of the State  
3 of California to be held pursuant to the Unclaimed Property Law, California Civil Code §  
4 1500 et seq. in the name of and for the benefit of such Participating Class Members.  
5 Settlement Class Members who may be entitled to an Individual Settlement Payment but  
6 who were not located before the Notice of Class Action Settlement and/or the initial  
7 Distribution of Individual Settlement Payments, may request their payment from the  
8 Controller of the State of California pursuant to the Unclaimed Property Law, California  
9 Civil Code § 1500 et seq.

10           51. Certification of Completion. Upon completion of administration of the  
11 Settlement, after the 180-day period to negotiate Individual Settlement Payment checks,  
12 the Settlement Administrator will promptly provide a written declaration under oath to  
13 certify such completion to the Court and counsel for all Parties and to specify that  
14 monies, if any, have been provided by the Settlement Administrator via proper  
15 escheatment procedures to the Controller of the State of California pursuant to the  
16 Unclaimed Property Law, California Civil Code § 1500 et seq., in the name of and for the  
17 benefit of such Participating Class Members.

18           52. No Credit Towards Benefit Plans. The Individual Settlement Payments  
19 made to Participating Class Members under this Settlement, as well as any other  
20 payments made pursuant to this Settlement, will not be utilized to calculate any additional  
21 benefits under any benefit plans for which any Class Members may be eligible, including,  
22 but not limited to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock  
23 purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any  
24 other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will  
25 not affect any rights, contributions, or amounts to which any Class Members may be  
26 entitled under any benefit plans.

27           53. Tax Treatment of Individual Settlement Payments. Individual Settlement  
28 Payments will be allocated as follows: 50% as penalties for which IRS Forms 1099-

1 MISC will be issued and 50% as wages for which IRS Forms W-2 will be issued. The  
2 Settlement Administrator will issue IRS 1099 and W-2 forms. In the event the Court is  
3 not willing to approve the Settlement with the tax allocation proposed by the Parties, this  
4 shall not be a basis for any Party to cancel or withdraw from the Settlement; rather, the  
5 parties will work in good faith to propose another tax allocation that might be acceptable  
6 to the Court.

7 54. Administration of Taxes by the Settlement Administrator. The Settlement  
8 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,  
9 and Class Counsel any IRS Forms 1099 and W-2 and other tax forms as may be required  
10 by law for all amounts paid pursuant to this Settlement. The Settlement Administrator  
11 will also be responsible for forwarding the Class Member's share of all payroll taxes and  
12 penalties to the appropriate government authorities.

13 55. Tax Liability. Plaintiffs understand and agree that Plaintiffs and  
14 Participating Class Members will be solely responsible for the payment of any and all  
15 taxes and penalties assessed on the payments as described herein. Parties and their  
16 counsel make no representation as to the tax treatment or legal effect of the payments  
17 called for hereunder, and Plaintiffs and Participating Class Members are not relying on  
18 any statement, representation, or calculation by Parties, their counsel, or by the  
19 Settlement Administrator in this regard.

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

24 57. Nullification of Settlement Agreement. In the event that: (i) the Court does  
25 not finally approve the Settlement as provided herein; or (ii) the Settlement does not  
26 become final for any other reason, then this Settlement Agreement, and any documents  
27 generated to bring it into effect, will be null and void. Any order or judgment entered by  
28 the Court in furtherance of this Settlement Agreement will likewise be treated as void

1 from the beginning. In the event that the Settlement is terminated or cancelled or fails to  
2 become effective, the Parties shall be deemed to have reverted *nunc pro tunc* to their  
3 respective status as of the date and time immediately before the execution of this  
4 Agreement and they shall proceed in all respects as if this Agreement had not been  
5 executed, and without prejudice in any way from the negotiation, fact, or terms of this  
6 Settlement.

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

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

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

17 61. Binding on Successors and Assigns. This Settlement Agreement will be  
18 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,  
19 as previously defined.

20 62. California Law Governs. All terms of this Settlement Agreement and  
21 Exhibits hereto will be governed by and interpreted according to the laws of the State of  
22 California.

23 63. Execution and Counterparts. This Settlement Agreement is subject only to  
24 the execution of all Parties. However, the Settlement may be executed in one or more  
25 counterparts. All executed counterparts and each of them, including facsimile and PDF  
26 or other scanned copies of the signature page, will be deemed to be one and the same  
27 instrument for all purposes in effecting and enforcing this Settlement Agreement.

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1 Electronic signatures via DocuSign shall be deemed effective as if they were signed in  
2 person.

3 64. Waiver of Certain Appeals. The Parties agree to waive appeals; except,  
4 however, that either party may appeal any court order that materially alters the Settlement  
5 Agreement's terms.

6 65. Waiver. No waiver of any condition or covenant contained in this  
7 Settlement or failure to exercise a right or remedy by any of the Parties hereto will be  
8 considered to imply or constitute a further waiver by such party of the same or any other  
9 condition, covenant, right or remedy.

10 66. Mutual Preparation. The Parties have had a full opportunity to negotiate the  
11 terms and conditions of this Settlement. Accordingly, this Settlement will not be  
12 construed more strictly against one party than another merely by virtue of the fact that it  
13 may have been prepared by counsel for one of the Parties, it being recognized that,  
14 because of the arms-length negotiations between the Parties, all Parties have contributed  
15 to the preparation of this Settlement.

16 67. Representation By Counsel. The Parties acknowledge that they have been  
17 represented by counsel throughout all negotiations that preceded the execution of this  
18 Settlement, and that this Settlement has been executed with the consent and advice of  
19 counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no  
20 liens on the Settlement Agreement.

21 68. Cooperation and Execution of Necessary Documents. All Parties agree to  
22 cooperate in the administration of the settlement and to make all reasonable efforts to  
23 control and minimize the costs and expenses incurred in administration of the Settlement,  
24 and will cooperate in good faith and execute all documents to the extent reasonably  
25 necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable  
26 to reach agreement on the form or content of any document needed to implement the  
27 Settlement, or on any supplemental provisions that may become necessary to effectuate  
28

1 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
2 such disagreement.

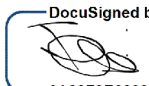
3 69. Authorization to Enter into Settlement Agreement. Counsel for all Parties  
4 warrant and represent they are expressly authorized by the Parties whom they represent to  
5 negotiate this Settlement Agreement and to take all appropriate action required or  
6 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate  
7 its terms and to execute any other documents required to effectuate the terms of this  
8 Settlement Agreement.

9 70. Binding Agreement. The Parties warrant that they understand and have full  
10 authority to enter into this Settlement, and further intend that this Settlement will be fully  
11 enforceable and binding on all parties, and agree that it will be admissible and subject to  
12 disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
13 confidentiality provisions that otherwise might apply under federal or state law.

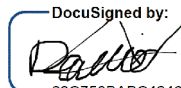
14 **SIGNATURES**  
15 **READ CAREFULLY BEFORE SIGNING**

16 **PLAINTIFFS**

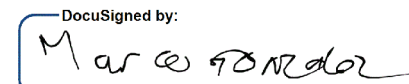
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18 Dated: 2/17/2023

19 By  9A68F2E683304EC...  
20 **FERNANDO GUTIERREZ**

21  
22 Dated: 2/17/2023

23 By  69C750BABC42460...  
24 **DAVID CASTILLO**

25  
26 Dated: 2/17/2023

27 By  3BBA32CB08964DA...  
28 **MARCO GONZALEZ**



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**SAARMAN CONSTRUCTION, LTD.**

Dated: \_\_\_\_\_

By \_\_\_\_\_

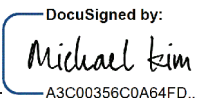
Name:

Its:

**APPROVED AS TO FORM**

**MICHAEL H. KIM, P.C.**

Dated: 2/17/2023

By  \_\_\_\_\_  
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Michael H. Kim  
Attorneys for Plaintiffs

**Hinshaw, Marsh, Still & Hinshaw, LLP**

Dated: \_\_\_\_\_

By \_\_\_\_\_

Patrick Stokes  
Attorneys for Defendant

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**SAARMAN CONSTRUCTION, LTD.**

Dated: February 17, 2023

By   
Name: David Saarman  
Its: Vice President

**APPROVED AS TO FORM**


**MICHAEL H. KIM, P.C.**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Michael H. Kim  
Attorneys for Plaintiffs

**Hinshaw, Marsh, Still & Hinshaw, LLP**

Dated: February 17, 2023

By   
Patrick Stokes  
Attorneys for Defendant

# **Exhibit A**

**IN THE SUPERIOR COURT OF THE STATE CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO**

FERNANDO GUTIERREZ; DAVID CASTILLO;  
MARCO GONZALEZ; individually and on behalf of  
others similarly situated,

Plaintiffs,

vs.

SAARMAN CONSTRUCTION, LTD.; SAARMAN,  
LLC; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CGC-18-568258

**NOTICE OF CLASS ACTION AND  
PROPOSED SETTLEMENT**

- TO:** All hourly employees who worked shifts over 8.0 hours under an Alternative Workweek Schedule in their employment by Saarman Construction, Ltd. in California during the period of July 20, 2014, through the present, but who were not paid an overtime premium rate for time in excess of 8.0 hours for those shifts, but excluding all employees who executed individual settlement agreements with Defendant prior to January 1, 2023.
- TO:** All hourly employees who worked for Saarman Construction, Ltd. at the a public works project known as Francis of Assisi, a/k/a the Mercy Housing Project from January 20, 2014, through the present, and who were paid an hourly rate classified as “Laborer Group 3” while working on that project, but excluding all employees who executed individual settlement agreements with Defendant prior to January 1, 2023.

IF YOU ARE A MEMBER OF THIS CLASS OR SUBCLASS OF PERSONS, YOU SHOULD READ THIS  
NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS

A settlement (“Settlement”) has been proposed in the lawsuit referenced above, pending in the Superior Court for the County of San Francisco (“Court”) titled *Fernando Gutierrez, David Castillo, and Marco Gonzalez v. Saarman Construction, Ltd.*, Case No. CGC-18-568258 (the “Action”). If the Court gives final approval to the Settlement, defendant Saarman Construction, Ltd. (hereinafter “Defendant”) will provide each Class Member a payment calculated, in part, based on the number of shifts over 8.0 hours or the number of hours worked, depending on the class or subclass, by each Class Member as set forth in this Notice.

This Notice details your rights and options under this Settlement. If you have any questions, please contact the Settlement Administrator, c/o CPT Group, Inc. [CPT ADDRESS] or Class Counsel, whose contact information is provided below.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>GET A PAYMENT</b>	If the settlement is approved and you do nothing, you will be mailed a settlement payment. The payment will	Although there is no formal deadline to update

	<p>be mailed to the address where this notice was sent unless you tell the Settlement Administrator to send it to a different address. Instructions for updating your address are set forth in Section 9 below.</p>	<p>your address, you should update it promptly if you move. The parties cannot predict the exact dates when important correspondence or settlement payments will be mailed.</p>
<b>DISPUTE THE NUMBER OF SHIFTS OR HOURS WORKED</b>	<p>If you believe that the number of shifts or hours with which you have been credited is incorrect, you must submit your challenge to the Settlement Administrator. Detailed instructions for this option are set forth in Section 12 below.</p>	<p>Deadline for Disputing the Number of Shifts or Hours Credited to You: [30 days from mailing of notice]</p>
<b>EXCLUDE YOURSELF</b>	<p>If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendant regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 19 below.</p>	<p>Deadline for Excluding from the Settlement: [60 days from mailing of notice]</p>
<b>OBJECT</b>	<p>If you wish to object to the Settlement, you can either submit your written objections (i.e., why you do not believe the Settlement is fair or adequate) to the Settlement Administrator or appear at the Final Approval Hearing. Objecting to the Settlement does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 20 below.</p> <p>You will receive your settlement payment if you object but the Settlement is approved by the Court.</p>	<p>Deadline for Submitting Written Objections to the Settlement: [60 days from mailing of notice]</p>
<b>GO TO THE “FAIRNESS HEARING”</b>	<p>The Court will hold a “Fairness Hearing” (also known as the “Final Approval Hearing”) to consider the Settlement, the request for attorneys’ fees and costs by the attorneys representing the Class in the Action, and the Representative Plaintiffs’ request for service awards for bringing and maintaining the lawsuit.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection to the Settlement. If you wish to appear at the Fairness Hearing to object to the Settlement, you may do so either in person or through your own attorney hired at your expense.</p>	<p>Hearing Date: [TBD]</p>

**WHAT THIS NOTICE CONTAINS**

**BACKGROUND INFORMATION.....X**

- 1. Why did I receive this notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a settlement?
- 5. How do I know if I am part of the Settlement?
- 6. I'm still not sure if I am included.

**THE PROPOSED SETTLEMENT.....X**

- 7. What relief does the Settlement provide to the Class Members?

**PAYMENT TO THE CLASS.....X**

- 8. How can I get a payment?
- 9. How do I update my address/ contact information?
- 10. When will I get a payment?
- 11. How much will I be paid?
- 12. What if I think I worked more Workweeks than it says in this notice??
- 13. If I receive a settlement payment will I have to pay taxes on it?
- 14. No retaliation or discrimination

**THE LAWYERS IN THIS ACTION AND THE CLASS REPRESENTATIVES.....X**

- 15. Do I have a lawyer in this Action?
- 16. How will the lawyers be paid?
- 17. Will the Representative Plaintiffs receive any compensation for their efforts in bringing and maintaining this Action?

**RELEASE OF ALL CLAIMS.....X**

- 18. What am I giving up to obtain relief under the Settlement?

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....X**

- 19. How do I exclude myself from the Settlement?

**HOW TO OBJECT TO THE SETTLEMENT.....X**

- 20. How do I tell the Court that I do not like the Settlement?
- 21. What is the difference between excluding myself from the Settlement and objecting to the Settlement?

**FAIRNESS HEARING.....X**

- 22. What is the Fairness Hearing?
- 23. When and where is the Fairness Hearing?
- 24. May I speak at the Fairness Hearing?

**ADDITIONAL INFORMATION.....X**

- 25. How do I get more information?

26. What if my address or other information has changed?

## BACKGROUND INFORMATION

### 1. Why did I receive this notice?

You received this Notice because a settlement has been reached in the Action. According to Defendant's records you are a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and options. To obtain more information about the Settlement, including information about how you can obtain a copy of the Settlement Agreement, see Section 25 below.

### 2. What is this lawsuit about?

In the Action, Plaintiffs allege, with respect to non-exempt employees who were employed by Saarman Construction, Ltd. in California between July 20, 2014 and [the date of preliminary approval], that Saarman Construction, Ltd. failed to pay the state minimum wage, failed to pay overtime wages, failed to provide accurate itemized wage statements, failed to indemnify them for their work expenses, failed to pay all earned wages at the end of their employment and engage in unfair business practices.

Defendant denies Plaintiffs' allegations in their entirety. Defendant contends that it complied with California law, paid all wages, and furnished accurate itemized earnings statements, that it indemnified all employees for their work expenses, if any, that no wages were owed at the end of their employment, and that its business practices were in compliance with the California Labor Code. Defendant contends that its affirmative defenses to the Action may otherwise prevent or limit Plaintiffs' class claims.

**The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiffs' claims in the Action.**

For information about how to learn more about what has happened in the Action to date, please see Section 25 below.

### 3. Why is this a class action?

In a class action lawsuit, one or more people called "Representative Plaintiffs" (in this Action, Fernando Gutierrez, David Castillo, and Marco Gonzalez are the Representative Plaintiffs) sue on behalf of other persons who allegedly have similar claims. The company sued in this Action, Saarman Construction, Ltd., is called Defendant.

### 4. Why is there a settlement?

The Representative Plaintiffs, Fernando Gutierrez, David Castillo, and Marco Gonzalez, have filed claims against Defendant. Defendant denies that it has done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiffs or the Defendant should win in this Action. Instead, both sides agreed to a settlement.**

### 5. How do I know if I am part of the Settlement?

The Court has preliminary approved that anyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All hourly employees who worked shifts over 8.0 hours under an Alternative Workweek Schedule in their employment by Saarman Construction, Ltd. in California during the period of July 20, 2014, through the present, but who were not paid an overtime premium rate for time in excess of 8.0 hours for those shifts, but excluding all employees who executed individual settlement agreements with Defendant prior to January 1, 2023."

Additionally, the Court has preliminarily approved that anyone who fits the following description is a member of the Mercy Housing Project Subclass for purposes of this Settlement: “All hourly employees who worked for Saarman Construction, Ltd. at the a public works project known as Francis of Assisi, a/k/a the Mercy Housing Project from January 20, 2014, through the present, and who were paid an hourly rate classified as “Laborer Group 3” while working on that project, but excluding all employees who executed individual settlement agreements with Defendant prior to January 1, 2023.”

#### **6. I’m still not sure if I am included.**

If you are still not sure whether you are included, you can contact the Settlement Administrator and/or Class Counsel for help. The contact information for the Settlement Administrator is [ADDRESS, FAX, AND EMAIL]. The contact information for Class Counsel is provided in Section 15.

### **THE PROPOSED SETTLEMENT**

#### **7. What relief does the Settlement provide to the Class Members?**

Defendant has agreed to fund this settlement in an amount totaling One Hundred and Fifty Thousand Dollars (\$150,000.00) (“Gross Settlement Amount”). This Settlement Amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiffs and subject to Court approval: the costs of providing notice to the Class and administering the Settlement (estimated to be not more than \$11,000.00) to pay any award of attorneys’ fees (up to \$40,000.00) and costs (estimated to be not more than \$10,000.00) to Class Counsel; any enhancement payment, also known as a service award, awarded to the Representative Plaintiffs (up to \$5,000.00 for each Representative Plaintiff). The estimated Net Settlement Amount to be used to pay the claims of Class Members is \$74,000.00.

Your estimated Individual Settlement Payment was calculated using Defendant’s payroll records. Individual Settlement Payments were calculated and apportioned as follows:

- (a) First, the “Net Settlement Amount” shall be calculated by subtracting the Class Representative Enhancement Payments, Attorneys’ Fees and Costs, and Settlement Administration Costs from the Gross Settlement Amount.
- (b) Second, the Net Settlement Amount will be allocated between the Class and the Mercy Housing Project Subclass as follows: 75% of the Net Settlement Amount shall be allocated to the Class and 25% of the Net Settlement Amount shall be allocated to the Mercy Housing Project Subclass.
- (c) Third, the portion of the Net Settlement Amount allocated to the Class shall be divided by the total number of shifts over 8.0 hours that all Class Members worked during the Class Period under the Alternative Workweek Schedule, but were not paid an overtime premium rate for time in excess of 8.0 hours. This will result in the “Shift Value.” Each Class Member’s Individual Settlement Payment will be calculated by multiplying the Shift Value by the number of shifts over 8.0 hours that the Class Member worked during the Class Period under the Alternative Workweek Schedule, but were not paid an overtime premium rate for time in excess of 8.0 hours.
- (d) Fourth, the portion of the Net Settlement amount allocated to the Mercy Housing Project Subclass shall be divided by the total number of hours worked by all Mercy Housing Project Subclass Members on the Mercy Housing Project that were allocated to “Laborer Group 3,” resulting in the “Hour Value.” Each Mercy Housing Project Subclass Member’s Individual Settlement Payment will be calculated by multiplying the number of hours the individual worked that were allocated to “Laborer Group 3” by the “Hour Value.”

### **PAYMENT TO THE CLASS**



## 8. How can I get a payment?

If the Settlement is approved, you will be mailed a settlement payment at the same address at which you received this notice unless you either update your address using the process described below or opt out of the settlement using the process described below. Your settlement check will be negotiable for 180 days after it is issued. If you do not cash your check during this 180-day period, the amount representing your check will be sent to the State Controller's Office under California's Unclaimed Property Law the name of and for the benefit of such Participating Class Members who did not cash their checks.

If you do not receive a notice in the mail, that is because the Settlement Administrator could not find a valid mailing address for you, and you may not be mailed a settlement payment. Instead, your check will be held by the Settlement Administrator for 180 days. In order to claim your check, you must contact the Settlement Administrator. If you do not claim and cash your check during this 180-day period, your check will be sent to the State Controller's Office under California's Unclaimed Property Law in the name of and for the benefit of such Participating Class Member who did not claim their check.

## 9. How do I update my address/ contact information?

If your address or other contact information has changed, it is important that you inform the Settlement Administrator of your new address. You may contact the Settlement Administrator in one of three ways to notify them of your updated address: (1) mail to CPT Group, Inc. [CPT ADDRESS], (2) e-mail to \_\_\_\_\_, or (3) facsimile to \_\_\_\_\_. Alternatively, you may change your address at the Settlement website at \_\_\_\_\_.

## 10. When will I get a payment?

As described in Sections 22 and 23, the Court will hold a fairness hearing on [DATE FOR FAIRNESS HEARING] to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check the status of the Action by contacting the Settlement Administrator or Class Counsel. *Please be patient.*

## 11. How much will I be paid?

Your estimated settlement payment is \$\_\_\_\_\_.

According to Defendant's payroll records, you are a Settlement Class Member who worked shifts in excess of 8 hours under an Alternative Workweek Schedule while employed by Defendant during the Class Period and/or who worked at Francis of Assisi, a/k/a the Mercy Housing Project and were paid an hourly rate classified as "Laborer Group 3" while working on that project. The Class Period is defined as the period between July 20, 2014 and [the date of preliminary approval].

Based on information currently available, we estimate your share of the Settlement will be approximately \$\_\_\_\_\_. This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court's orders.

Your estimated payment was calculated as follows.

First, the estimate assumes that the Net Settlement Amount used to pay the Class Members will be \$75,000. The assumption here is that the Court will approve disbursements totaling \$75,000 for the Class Representative Enhancement Payments, Attorneys' Fees and Costs, and Settlement Administration Costs from the Gross Settlement Amount.

Second, 75% of the Net Settlement Amount, or \$56,250, was allocated to the Class, and 25% of the Net Settlement Amount, or \$18,750, was allocated to the Mercy Housing Project Subclass.

Third, the estimate assumes, based on Defendant's records, that you worked [REDACTED] shifts over 8 hours under an Alternative Workweek Schedule during this Class Period, but were not paid an overtime premium rate for time in excess of 8 hours. The estimate also assumes that you worked [REDACTED] hours at the Mercy Housing Project that were allocated to "Laborer Group 3."

Fourth, the estimate assumes, based on Defendant's records, that the total number of shifts over 8 hours worked by all Class Members during the Class Period, but were not paid an overtime premium rate for time in excess of 8 hours, is [REDACTED] shifts, and that the total number of hours at the Mercy Housing Project that were allocated to Laborer Group 3 is [REDACTED] hours.

Using those assumptions, the portion of the Net Settlement Amount allocated to the Class was divided by the total number of shifts over 8.0 hours that all Class Members worked during the Class Period under the Alternative Workweek Schedule, but were not paid an overtime premium rate for time in excess of 8.0 hours. This resulted in the "Shift Value." Your Individual Settlement Payment was calculated by multiplying the Shift Value by the number of shifts over 8.0 hours that you worked during the Class Period under the Alternative Workweek Schedule, but were not paid an overtime premium rate for time in excess of 8.0 hours.

The portion of the Net Settlement Amount allocated to the Mercy Housing Project Subclass was divided by the total number of hours worked by all Mercy Housing Project Subclass Members on the Mercy Housing Project that were allocated to "Laborer Group 3," resulting in the "Hour Value." Your Individual Settlement Payment was calculated by multiplying the number of hours you worked that were allocated to "Laborer Group 3" by the "Hour Value."

## **12. What if I think I worked more Workweeks than it says in this notice?**

As explained above, your final settlement payment will depend, in part, on the number of shifts under the Alternative Workweek Schedule or the number of your worked hours that were allocated to "Laborer Group 3" at Mercy Housing Project between July 20, 2014 and [the date of preliminary approval]. If you believe that you worked more shifts or hours than what is indicated in this notice, you should submit your dispute in writing along with copies of any supporting records to the Settlement Administrator. You should retain originals for your own records. The Settlement Administrator will then decide the dispute between your calculation and that of Defendant. The Settlement Administrator will give significant weight to Defendant's records, but will evaluate the records submitted by you and will make the final decision as to the merits of the dispute. You can submit your dispute in writing and documentation by mail to the Settlement Administrator at: Settlement Administrator, c/o CPT Group, Inc. [CPT ADDRESS]. Alternatively, you may submit your written dispute via facsimile to [REDACTED], or you can submit your written dispute to the Settlement Administrator via e-mail to the following e-mail address: [REDACTED]. You must submit your written dispute by no later than **[Workweek Dispute Deadline]**.

The Settlement Administrator will decide whether your calculation of Workweeks or that of Defendant is accurate. The Settlement Administrator's decisions are final. The Settlement Administrator will give notice of its determination to the disputing Settlement Class Member by no later than seven (7) days of receipt of the dispute. If you still believe that the calculated number of Workweeks is too low, you may still decide to opt out of this Settlement or to object to the Settlement as a whole on or before **[Response Deadline]**.

## **13. If I receive a settlement payment will I have to pay taxes on it?**

For tax purposes, fifty percent (50%) of the amount of each Individual Settlement Payment to each Settlement Class Member shall be allocated to their respective alleged unpaid wage claims and shall be paid net of all applicable employment taxes, including any federal, state, and/or local in issue tax withholding requirements and

the employee share of FICA taxes. Fifty percent (50%) of the amount of each Individual Settlement Payment to each individual Settlement Class Member shall be allocated to alleged penalties and shall not be subject to withholding.

**14. No retaliation or discrimination.**

Defendant respects your right to participate in this lawsuit and will take no adverse or retaliatory action against you should you accept payment under the Settlement. Defendant's total payment under this Settlement will not be impacted by your decision to participate in the settlement.

**THE LAWYERS IN THIS ACTION AND THE REPRESENTATIVE PLAINTIFF**

**15. Do I have a lawyer in this Action?**

The Court has preliminarily approved the law firm of Michael H. Kim P.C. ("Class Counsel") to represent the interests of all Class Members. You will not be separately charged by these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing to them at the following address:

Michael H. Kim, Esq.  
MICHAEL H. KIM, P.C.  
1633 Bayshore Highway, Suite 333  
Burlingame, California 94010  
Telephone: (650) 697-8899  
Fax: (650) 697-8896  
Email: [mkim@mhklawyers.com](mailto:mkim@mhklawyers.com)

If you want you be represented by your own lawyer, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Class Counsel will ask the Court to award up to \$40,000 for attorney's fees and up to \$10,000 for litigation costs. Any amount the Court awards will be paid from the Gross Settlement Amount. To the extent the award is not approved in full, any remaining balance of the fees and costs that are not awarded to Class Counsel will be added to the Net Settlement Amount and will be paid to the Participating Class Members. Defendant has agreed not to oppose the request.

**17. Will the Representative Plaintiffs receive any compensation for her efforts in bringing and maintaining this Action?**

The Representative Plaintiffs will each request a service award of up to \$5,000 for their services as class representatives and their efforts in bringing and maintaining the Action. The Court will make the final decision as to the amount to be paid to each of the Representative Plaintiffs. Any amount the Court awards will be paid from the Gross Settlement Amount. To the extent the award is not approved in full, any remaining balance of the money that is not awarded to the Representative Plaintiffs will be added to the Net Settlement Amount and will be paid to the Participating Class Members. Defendant has agreed not to oppose the request.

**RELEASE OF ALL CLAIMS**

**18. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, you will be releasing your claims against Defendant unless you exclude yourself from the Settlement. Specifically, you will release any and all claims asserted in the Complaint against the Released Parties, or that could have been asserted against the Released Parties based

upon the facts alleged in the Action and which arose from your employment with Defendant in California during the relevant Class Period, between July 20, 2014 and [the date of preliminary approval].

The Complaint and the Settlement Agreement, titled “Joint Stipulation re Class Action Settlement and Release,” which contains the full terms of the release, are available online at [redacted]. You may view these documents by going to the website. Alternatively, you may contact Class Counsel or access the Court’s Case Query on the Court’s website at <https://www.sfsuperiorcourt.org/online-services>

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

### 19. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a written request to exclude yourself from the Settlement. In the written request to be excluded, you should provide (1) your name, home address, telephone number, and/or the last four digits of your social security number or employee identification number to verify your identification; and (2) any statement to the effect that you wish to be excluded from this Settlement. The request for exclusion must be sent to the Settlement Administrator (i.e., postmarked or delivery date stamped) by no later than [redacted]. This request for exclusion can be sent to the Settlement Administrator in one of three ways: (1) mail to CPT Group, Inc. [CPT ADDRESS], (2) e-mail to \_\_\_\_\_, or (3) facsimile to \_\_\_\_\_.

If you timely request exclusion from the Settlement, you will be excluded from the Class, you will not be bound by this Settlement and any subsequent judgment entered in the Action. This means that you are free to bring your own individual claim against Defendant for any of the wage and hour violations alleged in the Action.

## HOW TO OBJECT TO THE SETTLEMENT

### 20. How do I tell the Court that I do not like the Settlement?

At the date, time and location stated in Section 23 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and also to consider Class Counsel’s request for an award of attorneys’ fees and costs, and the service awards to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you may do so in one of two ways:

(1) You may submit a written objection to the Settlement Administrator. This written objection can be sent to the Settlement Administrator in one of three ways: (1) mail to CPT Group, Inc. [CPT ADDRESS], (2) e-mail to \_\_\_\_\_, or (3) facsimile to \_\_\_\_\_.

(2) Alternatively, you may appear in person or through an attorney and present your objection to the Court at the Fairness Hearing.

If you decide to submit a written objection, you should include (1) your name, home address, telephone number, and/or the last four digits of your social security number or employee identification number to verify your identification; and (2) any evidence and legal argument in support of your objection. The objection must be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or other electronic transmission date and time stamp) by no later than [redacted]. All timely submitted objections will be submitted to the Court for consideration. You may, but need not, submit your written objection through counsel of your choice. If you make your written objection through counsel, you will be responsible for your attorneys’ fees and costs.

You may also object without submitting a written objection by appearing at the final approval hearing, including by appearing through counsel. If you wish to appear at the Fairness Hearing to object to the Settlement, you may do so either in person or through your own counsel hired at your expense.

**21. What is the difference between excluding myself from the Settlement and objecting to the Settlement?**

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

Here are the key differences between objecting and opting out. If you object and the settlement is approved, you are entitled to a settlement payment and will be bound by the Release. If you opt out and the settlement is approved, you are not entitled to a settlement payment and will not be bound by the Release.

**FAIRNESS HEARING**

**22. What is the Fairness Hearing?**

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the request for attorneys' fees and costs for Class Counsel; and to consider the request for service awards for the Representative Plaintiffs.

**23. When and where is the Fairness Hearing?**

The Fairness Hearing will be held on [REDACTED], at [REDACTED]. At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement. The Fairness Hearing will take place in Department 613 of the California Superior Court, for the County of San Francisco, located at 400 McAllister Street, San Francisco, CA 94102. The hearing may be postponed to a different date, time or location without further notice.

**24. May I speak at the hearing?**

Yes. At the hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

**ADDITIONAL INFORMATION**

**25. How do I get more information?**

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE CLERK, OR ANY OF THE COURT'S STAFF.**

To see copies of the Settlement Agreement, the Court's Preliminary Approval and Final Approval Orders, the Motions for Preliminary Approval and for Final Approval, and the operative complaint filed in the Action, please visit the Settlement website at [REDACTED]. Alternatively, you may call, email, or fax the Settlement Administrator or Class Counsel for any questions or information about this Settlement.

Alternatively, you may access the Court's electronic file on the Court's website at <https://www.sfsuperiorcourt.org/online-services>

**26. What if my address or other information has changed?**

It is your responsibility to inform the Settlement Administrator of your updated information. Instructions for updating your address/ contact information are provided in Section 9.

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**DO NOT CONTACT THE COURT, THE JUDGE, THE CLERK, OR ANY OF THE COURT'S STAFF REGARDING THIS SETTLEMENT OR THE LAWSUIT. IF YOU HAVE ANY QUESTIONS, PLEASE DIRECT ALL QUESTIONS TO EITHER THE SETTLEMENT ADMINISTRATOR OR THE CLASS COUNSEL.**

# **Exhibit B**

**REQUEST FOR EXCLUSION FORM**

*Fernando Gutierrez, David Castillo, and Marco Gonzalez v. Saarman Construction, Ltd.*

In the Superior Court of the State of California

For the County of San Francisco, Case No. CGC-18-568258

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT**

**IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT, DO NOT SUBMIT THIS FORM**

By signing and returning this form, I certify that I have read the Notice of Class Action and Proposed Settlement and that I wish to be excluded from participating in the Settlement. I understand that this means that I will not receive any money or other benefits under the settlement, and I will not be subject to the settlement and release in the Settlement of the Class Action.

Name (Please Print): \_\_\_\_\_

(First)

(Middle)

(Last)

Address: \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

Last 4 Digits of Social Security Number: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

**THIS FORM MUST BE E-MAILED, POST-MARKED, OR FAX STAMPED NO LATER THAN [60 DAYS AFTER THE DATE OF THE INITIAL MAILING], AND MUST BE EMAILED, MAILED OR FAXED TO THE SETTLEMENT ADMINISTRATOR AT:**

Settlement Administrator  
c/o CPT Group

\_\_\_\_\_  
\_\_\_\_\_