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*Note change made by Court

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

EDGAR MONTENEGRO, et al.

Plaintiffs,

vs.

RUGGERI MARBLE AND GRANITE,
INC., et al.

Defendants.

) Case No. CV-10-00711 JFW (PLAx)

) Before Honorable U.S. District Court
Judge John F. Walter

) **CLASS ACTION**

) ~~PROPOSED~~ **JUDGMENT**

1. The Court grants approval of the settlement based upon the Court record and the terms set forth in the SETTLEMENT AGREEMENT attached herein as Exhibit 1. The Court finds that the settlement is fair, adequate, and reasonable. The Court expressly incorporates the terms of the SETTLEMENT AGREEMENT in this Order.

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2. Plaintiffs EDGAR MONTENEGRO, JULIO MONTENEGRO, AND ARTURO LABRA, and all individuals who submitted an opt-in form in connection with this litigation (herein collectively “Plaintiffs”), and Defendants, RUGGERI MARBLE AND GRANITE, INC., ROBERT RUGGERI, an individual; and ANDRE RUGGERI, an individual (“Defendants”), that Judgment shall be entered in favor of Plaintiffs and against RUGGERI MARBLE AND GRANITE, INC., ROBERT RUGGERI, an individual; and ANDRE RUGGERI, jointly and severally, in the total amount of Seventy Thousand Dollars (\$70,000.00), which will be paid pursuant to the terms of the SETTLEMENT AGREEMENT attached as “Exhibit 1”.
 3. The Court confirms the process of settlement disbursements as provided in the SETTLEMENT AGREEMENT and the Court thereby orders all settlement processes to be taken to completion pursuant to the terms therein.
 4. The Action is Dismissed, with prejudice, pursuant to the terms of the SETTLEMENT AGREEMENT. ~~The Court expressly retains jurisdiction to the extent necessary to effectuate the full intent and purposes behind this Settlement and payments thereon.~~
 5. PLAINTIFFS will not cause execution to issue against any of the DEFENDANTS, provided DEFENDANTS pay said Judgment as

provided in the SETTLEMENT AGREEMENT.

6. This Judgment shall become final upon entry thereof as set forth in the SETTLEMENT AGREEMENT, and PLAINTIFFS and DEFENDANTS waive any right to appeal or seek review of this Judgment.

IT IS SO ORDERED.

DATED: January 24, 2011

/s/
Hon. John F. Walter
United States District Court Judge

EXHIBIT 1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Settlement Agreement”), is made and entered as of the date indicated below, by and between Ruggeri Marble and Granite, Inc., Robert Ruggeri and Andre Ruggeri (collectively “Ruggeri”), on the one hand and the following individuals, on the other hand:

Altamirano, Felipe (aka Felipe Alta Mirano)	Montenegro, Edgar
Arroyo, Francisco	Montenegro, Julio
Carpio, Jose Luis	Renterio, Ruben (aka Ruben Rentera)
Cruz, Nahun (aka Nahun Jose Cruz)	Rivera, Mario (aka Mario Avila Rivera)
Diaz, William (aka William Joel Diaz)	Rosas, Joel
Fijar, Ismael	Sanchez, Francisco
Hernandez, Eufracio	Santiago, Fernando Miguel
Huerta, Fausto	Torres, Fernando
James, Jason (aka Jason Jesse James)	Vasquez, Sr., Anselmo
Juarez, Felix	Vazquez, Jr., Anselmo
Lara, Arturo (aka Arturo Labra)	Vazquez, Miguel
Mendoza, Lucio Ruiz	
Meneses, Ubaldo (aka Ubaldo Meneses Huerta)	
Molina, Roberto Mauricio (aka Roberto Molina)	

These individuals will hereafter be referred to by name or collectively as the “Settling Plaintiffs.”

RECITALS

- I. WHEREAS, on October 10, 2008, Edgar Montenegro; Julio Montenegro; and Arturo Lara (the “Originally named Plaintiffs”), on behalf of themselves and other members of the general public generally situated, filed a class action complaint for damages in Los Angeles Superior Court, case number BC399792 (the “State Court Action”).
- II. WHEREAS, on January 22, 2010, Edgar Montenegro; Julio Montenegro; and Arturo Lara, on behalf of themselves and other members of the general public generally situated, filed a second amended complaint in the State Court Action, including new claims under the federal Fair Labor Standards Act. Based on the new claims, the State Court Action was removed to federal court on February 1,

2010 and received case number CV10-00711 JFW (PLAX). The State Court Action that was later removed to Federal Court is collectively referred to herein as "the Action".

- III. WHEREAS, on or about July 21, 2010, approximately 671 notices were sent to the prospective FLSA class who represent past and present employees of Ruggeri. The notice asked these current and former employees to opt into the FLSA class if they believed that they sustained damages based on the claims alleged in the Action.
- IV. WHEREAS, the Settling Plaintiffs identified above (other than the Originally named Plaintiffs) opted in to be a member of the FLSA class and agreed to be represented by attorney Joseph Lavi of Lavi & Ebrahimian. The Settling Plaintiffs identified above (including the Originally named Plaintiffs) also agree to accept a proportional share of the total settlement payment made by Ruggeri in this case as determined by his attorney, Joseph Lavi and as described below;
- V. WHEREAS, Ruggeri denies all of the allegations in the Action and further denies that it is legally responsible for the damages this Settling Plaintiff and all other current and former employees have alleged;
- VI. WHEREAS, the parties have decided that it is in their best interests and to their mutual advantage to resolve their disputes and settle this claim;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration for the mutual recitals and covenants herein contained, the parties to this Agreement hereby agree as follows:

TERMS OF THE SETTLEMENT

- I. In exchange for a dismissal and a release of all claims by all individuals who have opted into the Action and the Originally named Plaintiffs, including the Settling Plaintiffs identified above, Ruggeri will pay the total gross sum of Seventy Thousand Dollars (\$70,000.00) (the "Settlement Amount"). Payment of the Settlement Amount shall be made as follows:
 - a. Thirty-Five Thousand Dollars and one cent (\$35,000.01) will be paid within 10 days after counsel for Ruggeri has received the signature on this Agreement from each and every Settling Plaintiff identified above. Payment will be made by individual checks and will be payable to each of the Settling Plaintiffs identified below. Ruggeri will deliver the checks by U.S. Mail or personal delivery to Lavi & Ebrahimian, who will deliver the checks to the individual Settling Plaintiffs. Ruggeri shall have no responsibility for distributing the checks to the Settling Plaintiffs.

- b. The Parties agree that Ruggeri may deduct from the amount of the Wages identified below all appropriate withholdings, deductions and/or payroll taxes and shall pay the balance to the Settling Plaintiffs. Ruggeri will be responsible for its share of any payroll taxes, if any. The parties further agree that Ruggeri shall issue a W-2 to each Settling Plaintiff identified above for the amount of Wages identified below. The W-2 shall describe the amount of total Wages and then shall have all appropriate withholdings, deductions and/or payroll taxes withheld.
- c. The parties further agree that Ruggeri shall pay the full amount of the Penalties, Interest and any other payment described below to each Settling Plaintiff. The parties further agree that Ruggeri shall issue a 1099 to each Settling Plaintiff identified below for the full amount of the Penalties, Interest and any other payment paid to each Settling Plaintiff.
- d. Thirty-Five Thousand Dollars (\$34,999.99) will be paid in 12 equal monthly payments beginning 30 days following the first payment described above and continuing for 11 months thereafter until paid in full. Payment of each monthly check shall be payable to "Lavi & Ebrahimian" and shall represent the attorneys' fees in this matter. The checks will be delivered by U.S. Mail or personal delivery to Lavi & Ebrahimian.
- e. The parties agree that Ruggeri shall issue a 1099 to Lavi & Ebrahimian in the amount of \$34,999.99 representing the Plaintiffs' attorneys' fees in this matter.
- f. Each Settling Plaintiff shall receive the following amount: (the following are gross payments i.e. before the withdrawal and deduction of all appropriate withholdings, deductions and/or payroll taxes):

Ancelmo Vasquez, Jr.
 203 penalty: \$500
 226, interest: $\$5 \times 33 = \165
 Wages: $\$2.03 \times 33 = \66.99
 TOTAL: \$731.99

Meal break: \$784.00
 Enhancement: \$1,501.97
 TOTAL: \$3,130.44

Ancelmo Vasquez, Sr.
 203 penalty: \$500
 226, interest: $\$5 \times 222 = \$1,110.00$
 Wages: $\$2.03 \times 222 = \450.66
 TOTAL: \$2,060.66

Edgar Montenegro
 203 penalty: \$500
 226, interest: $\$5 \times 49 = \245
 Wages: $\$2.03 \times 49 = \99.47
 Meal break: \$735
 Enhancement: \$1,501.97
 TOTAL: \$3,081.44

Arturo Lara aka Labra
 203 penalty: \$500
 226, interest: $\$5 \times 49 = \245
 Wages: $\$2.03 \times 49 = \99.47

Eufrazio Hernandez
 203 penalty: \$500
 226, interest: $\$5 \times 148 = \740
 Wages: $\$2.03 \times 148 = \300.44

TOTAL: \$1,540.44

Fausto Huerta

203 penalty: \$500

226, interest: $\$5 \times 42 = \210

Wages: $\$2.03 \times 42 = \85.26

TOTAL: \$795.26

Felipe Altamirano

203 penalty: \$500

226, interest: $\$5 \times 82 = \410

Wages: $\$2.03 \times 82 = \166.46

TOTAL: \$1,076.46

Felix Juarez

203 penalty: \$500

226, interest: $\$5 \times 10 = \50

Wages: $\$2.03 \times 10 = \20.30

TOTAL: \$570.30

Fernando Miguel Santiago

203 penalty: \$500

226, interest: $\$5 \times 51 = \255

Wages: $\$2.03 \times 51 = \103.53

TOTAL: \$858.53

Francisco Sanchez

203 penalty: \$500

226, interest: $\$5 \times 35 = \175

Wages: $\$2.03 \times 35 = \71.05

TOTAL: \$746.05

Jason Jesse James

203 penalty: \$500

226, interest: $\$5 \times 60 = \300

Wages: $\$2.03 \times 60 = \121.80

TOTAL: \$921.80

Joel Rosas

203 penalty: \$500

226, interest: $\$5 \times 46 = \230

Wages: $\$2.03 \times 46 = \93.38

TOTAL: \$823.38

Julio Montenegro

203 penalty: \$500

226, interest: $\$5 \times 48 = \240

Wages: $\$2.03 \times 48 = \97.44

Meal break: \$720

Enhancement \$1,501.97

TOTAL: \$3,059.41

Miguel Vazquez

203 penalty: \$500

226, interest: $\$5 \times 83 = \415

Wages: $\$2.03 \times 83 = \168.49

TOTAL: \$1,083.49

Nahun Jose Cruz

203 penalty: \$500

226, interest: $\$5 \times 8 = \40

Wages: $\$2.03 \times 8 = \16.24

TOTAL: \$556.24

Roberto Molina

203 penalty: \$500

226, interest: $\$5 \times 246 = \$1,230$

Wages: $\$2.03 \times 246 = \499.38

TOTAL: \$2,229.38

Ruben Rentera

203 penalty: \$500

226, interest: $\$5 \times 6 = \30

Wages: $\$2.03 \times 6 = \12.18

TOTAL: \$542.18

William Joel Diaz

203 penalty: \$500

226, interest: $\$5 \times 106 = \530

Wages: $\$2.03 \times 106 = \215.18

TOTAL: \$1,245.18

Francisco Arroyo

203 penalty: \$500

226, interest: $\$5 \times 60 = \300

Wages: $\$2.03 \times 60 = \121.80

TOTAL: \$921.80

Mario Avila Rivera

203 penalty: \$500

226, interest: $\$5 \times 93 = \465
Wages: $\$2.03 \times 93 = \188.79
TOTAL: $\$1,153.79$

Ubaldo Menceses Huerta
203 penalty: $\$500$
226, interest: $\$5 \times 86 = \430
Wages: $\$2.03 \times 86 = \174.58
TOTAL: $\$1,104.58$

Ismael Fijar
203 penalty: $\$500$
226, interest: $\$5 \times 118 = \590
Wages: $\$2.03 \times 118 = \239.54
TOTAL: $\$1,329.54$

Jose Luis Carpio
203 penalty: $\$500$
226, interest: $\$5 \times 242 = \$1,210$
Wages: $\$2.03 \times 242 = \491.26
TOTAL: $\$2,201.26$

Fernando Torres
203 penalty: $\$500$
226, interest: $\$5 \times 147 = \735
Wages: $\$2.03 \times 147 = \298.41
TOTAL: $\$1,533.41$

Lucio Ruiz Mendoza
203 penalty: $\$500$
226, interest: $\$5 \times 48 = \240
Wages: $\$2.03 \times 48 = \97.44
TOTAL: $\$837.44$

Francisco Arroyo
203 penalty: $\$500$
226, interest: $\$5 \times 52 = \260
Wages: $\$2.03 \times 52 = \105.56
TOTAL: $\$865.56$

- g. Within 10 days after Plaintiffs' counsel's receipt of the checks payable to each of the Settling Plaintiffs, Plaintiffs' counsel will file a dismissal, with prejudice, of the entire action in both Federal Court and/or State Court, as necessary. Plaintiffs' counsel will deliver to counsel for Ruggeri a conformed copy of the Dismissal

immediately upon his receipt.

2. Release:

- a. Excepting only the obligations created by this Agreement, each Settling Plaintiff identified above hereby forever and finally releases, relieves, acquits and discharges Ruggeri Marble and Granite, Inc., Robert Ruggeri, Andre Ruggeri, and their employees, agents, servants, independent contractors, co-defendants, directors, officers, principals, successors and assigns, predecessors, representatives, insurers, joint venturers, partners, and each of them, from any and all liens, losses, claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, without limitation, attorneys fees), damages, injuries, suits, actions and causes of action, whether known or unknown, suspected or unsuspected, contingent or fixed, based upon any wage and/or hour claims under the California Labor code and any other similar federal statute including, but not limited to the Fair Labor Standard Act, Labor Code Sections 201, 202, 203, 226, 510, 1194, 1197, 1198 and 2802, and Business and Profession Code Section 17200, or any other state or federal law relating to wage and/or hour claims identified in the complaint, both individually and collectively. The Settling Plaintiffs are not releasing, however, any claims that they may have under FEHA or claims for workers' compensation benefits.

- b. Each Settling Plaintiff acknowledges and agrees that he has been informed by his attorney and is thereby familiar with and hereby expressly waives, the provisions of Section 1542 of the California Civil Code, and any similar Statute, Code, law or regulation of any State of the United States, to the fullest extent that he may waive such rights and benefits with respect to the released claims identified in subsection "a." above. Section 1542 provides:

"This General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing his release, which if known by him or her must have materially affected his or her settlement with the debtor."

- c. Each Settling Plaintiff acknowledges that he may discover claims presently unknown or unsuspected, or facts in addition to or different from those which he now knows or believes to be true, relating to the Action and claims and matters on which it is based. Nevertheless, it is the intention of each Settling Plaintiff identified above, by agreeing to this comprehensive release, to fully, finally and forever settle and release all such matters, and all claims which exist, may exist or have existed. To further such intention, this release shall be and remain in effect as a full and complete release of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts. In entering into this Agreement and by approving this comprehensive mutual release, each Settling Plaintiff identified above warrants and represents that he is not relying upon any

statement, representation or promise of any other party, except as expressly stated in this Agreement.

- d. Each Settling Plaintiff identified above recognizes that no facts or representations are ever absolutely certain; accordingly, he assumes the risk of any misrepresentation, concealment or mistake, and if he should subsequently discover that any fact he relied upon in entering into this Agreement was untrue, or that any fact was concealed from him, or that any understanding of the facts or of the law was incorrect, he shall not be entitled to set aside this Agreement regardless of any claim of fraud, misrepresentation, promise made without the intention of performing it, concealment of facts, mistake of fact or law, or any other circumstances whatsoever. This Agreement and the release it contains are intended to be final and binding among the parties, and is further intended to be effective as a full and final accord and satisfaction among the parties, regardless of any claim of fraud, misrepresentation, promise made without the intention of performing it, concealment of facts, mistake of facts or law, or any other circumstances whatsoever.

3. Representations and Warranties:

The parties represent and warrant to one another as follows:

- a. Each party has received independent legal advice from attorneys of that party's choice with respect to the advisability of executing this Agreement and the release it contains. Before executing this Agreement, all parties that are represented by counsel had their attorneys review this Agreement and discussed it with them and all desired changes in the Agreement, if any, have been made.
- b. Except as expressly stated in this Agreement, no party has made any statement or representation to any other party regarding any facts relied upon by that party in entering into this Agreement, and no party is relying upon any statement, representation or promise of any other party in executing this Agreement, except as expressly stated in this Agreement.
- c. The parties and their attorneys have made such investigation of the facts pertaining to the Action and all of the matters referenced in the Agreement as they deem necessary. The parties understand all the terms and conditions of this Agreement and its implications and consequences including but not limited to financial and legal and assume all risks upon executing it and have had the opportunity to consult with whatever legal or financial advisors they deem necessary.
- d. The terms of this Agreement are contractual and not a mere recital.

- e. Each party has carefully read this Agreement, and knows and understands its contents and is signing it freely.
- f. Each party is the sole and lawful owner of all right, title and interest in and to every claim and other matter which the party is releasing, and each party hereby warrants that he or it has not previously assigned or transferred, or purported to assign or transfer, to any person, firm or entity any claims or other matters released by this Agreement. A party who has assigned or transferred, or purported to assign or transfer, any claim or other matter released by this Agreement, shall indemnify every other party, and defend and hold them harmless from and against any claims based upon or arising in connection with such prior assignment or transfer, or any purported assignment or transfer, of any claims or other matters released by this Agreement.

4. General Provisions:

- a. This Agreement effects the settlement of claims between the parties which are denied and contested. Nothing contained in this Agreement shall be construed as an admission of liability of any kind by any party, all such liability being expressly denied. Each party shall bear its own attorneys fees, costs and expenses in connection with the Action and the negotiation, preparation and execution of this Agreement.
- b. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties to this Agreement.
- c. This Agreement constitutes a single, integrated written contract and is the final written expression and the complete and exclusive statement of all of the agreements, conditions, promises and covenants between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings and discussions between the parties and their respective counsel with respect to the subject matter covered by this Agreement. Any amendment to this Agreement must be in writing specifically referring to this Agreement and signed by duly authorized representatives of all parties. The effectiveness or enforceability of this Agreement is not contingent or dependent in any manner upon the initiation or outcome of any past, pending or future litigation, wherever or whenever initiated.
- d. This Agreement is made and entered into in Los Angeles County, California, and shall be construed in accordance with and be governed by the laws of the State of California. The settlement may be enforced in accordance with California Code of Civil Procedure Section 664.6 in the Superior Court of Los Angeles County or in accordance with any Federal law or rule in the District Court of California, Central District.

- e. This Agreement may be executed in multiple counterparts by the parties and all counterparts taken together shall constitute one and the same Agreement.
- f. Any warranties and representations contained in this Agreement are deemed to survive the execution of this Agreement.
- g. If any provision of this Agreement is held to be illegal, unlawful, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, unlawful, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, unlawful, invalid or unenforceable provision or by its severance from this Agreement.
- h. In the event that any party employs attorneys to remedy, prevent or obtain relief from a breach and/or default of this Agreement, or arising out of a breach and/or default of this Agreement, or in connection with or contesting the validity of this Agreement, and any of the terms, covenants, provisions and all conditions thereof, or of any of the matters referred to herein, the prevailing party shall be entitled to be reimbursed for all of his or its attorneys' fees, including, without limitation, those incurred in each and every action, suit or proceeding, including any and all appeals and petitions therefrom, and all fees and costs incurred by such party in addition to any other damages that may be recovered.

5. Personal Guarantee

- a. Robert Ruggeri, individually and Andre Ruggeri, individually, ("Guarantors") hereby personally guarantee payment of the settlement in the amount of Seventy Thousand Dollars (\$70,000.00) to the Settling Plaintiffs and their attorneys in accordance with this Settlement Agreement.
- b. To induce the Settling Plaintiffs to enter in the Settlement Agreement, Guarantors do hereby unconditionally guarantee the prompt payment in full of any and all indebtedness, obligations, and liabilities now or at any time hereafter owing under this Settlement Agreement. Guarantors agree to be directly, unconditionally and primarily liable jointly and severally.
- c. This guaranty is absolute, unconditional, and continuing until the time the settlement is paid in full.
- d. The death of the Guarantors shall not terminate this guaranty as to their estate but the same shall continue in full force and effect until all of said indebtedness, liabilities, or obligations created or assumed under this Settlement Agreement are fully paid.

From:Ruggeri Marble

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#554 P.002/005

e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: Dec-2ND/2010

Ruggeri Marble and Granite, Inc.

By: [Signature]
Its President

Dated: Dec-2ND/10

[Signature]
Robert Ruggeri, individually

Dated: 12/2/10

[Signature]
Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

Dated: _____

Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: _____

Eufracio Hernandez

[Signatures continued on next page]

A-U JR

Dated: _____

Mario Rivera (aka Mario Avila Rivera)

Dated: _____

Joel Rosas

Dated: _____

Francisco Sanchez

Dated: _____

Fernando Miguel Santiago

Dated: _____

Fernando Torres


Dated: _____

Ancelmo Vasquez

Dated: _____

Ancelmo Vazquez, Jr.

Dated: 11-5-10




Miguel Vazquez

Approved as to form and content:

Dated: 12/2/10

De Castro & Morrow, LLP

By: 

~~Arthur D. Morrow~~ DAVID M. DE CASTRO
Attorneys for Defendants RUGGERI
MARBLE AND GRANITE, INC.,
ANDRE RUGGERI and ROBERT
RUGGERI

Lavi & Ebrahimian

Dated: _____

By: _____
Joseph Lavi
Attorneys for Plaintiffs

M. V

- e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____
Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

Dated: 10-27-11



Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: _____

Eufracio Hernandez

[Signatures continued on next page]

- e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____
Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: 11-05-10



Felipe Altamirano (aka Felipe Alta Mirano)

Dated: _____

Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: _____

Eufracio Hernandez

[Signatures continued on next page]

e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____
Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

Dated: 11-10-10

Jose Luis Carpio
Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: _____

Eufrazio Hernandez

[Signatures continued on next page]

- e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____
Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

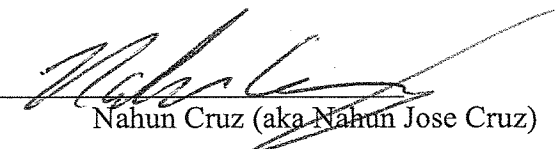
Dated: _____

Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: 11-3-2010



Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: _____

Eufrazio Hernandez

[Signatures continued on next page]

N.J.C.

- e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____

Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

Dated: _____

Francisco Arroyo

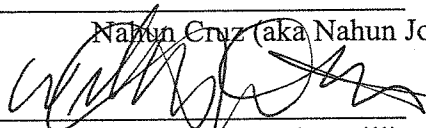
Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: 11/01/10


William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: _____

Eufracio Hernandez

[Signatures continued on next page]



e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____
Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

Dated: _____

Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: 10-28-10



Ismael Fijar

Dated: _____

Eufrazio Hernandez

[Signatures continued on next page]



e. This guaranty shall inure to the benefit of all Settling Plaintiffs, their successors, and assigns. It shall be binding on the undersigned, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties and their respective attorneys have caused this Agreement to be duly executed.

Dated: _____

Ruggeri Marble and Granite, Inc.

By: _____
Its President

Dated: _____

Robert Ruggeri, individually

Dated: _____

Andre Ruggeri, individually

Dated: _____

Felipe Altamirano (aka Felipe Alta Mirano)

Dated: _____

Francisco Arroyo

Dated: _____

Jose Luis Carpio

Dated: _____

Nahun Cruz (aka Nahun Jose Cruz)

Dated: _____

William Diaz (aka William Joel Diaz)

Dated: _____

Ismael Fijar

Dated: 11-2-10



Eufrazio Hernandez

[Signatures continued on next page]

Dated: 10/27/10


Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

Dated: _____

Fausto Huerta

Dated: 11/1/10

J. James
Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

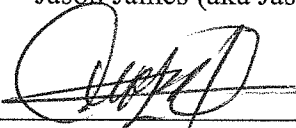
Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: 11/22/10



Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

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Dated: _____

Fausto Huerta

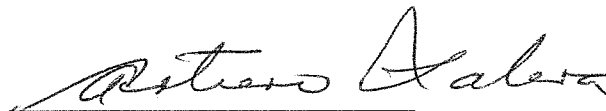
Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: 11/05/2010



Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]



Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: 11/04/10

LUCIO RUIZ MENDOZA
Lucio Ruiz Mendoza

Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

L. 11

Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

Dated: 11-4-10

U.M.H

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

U.M.H

Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

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Felix Juarez


Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

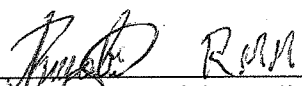
Lucio Ruiz Mendoza

Dated: _____



Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: 10-26-010



Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

Renter

Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

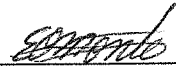
Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: 10/27/2010



Edgar Montenegro

Dated: _____

Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

Arturo Lara (aka Arturo Labra)

Dated: _____

Lucio Ruiz Mendoza

Dated: _____

Ubaldo Meneses
(aka Ubaldo Meneses Huerta)

Dated: _____

Roberto Mauricio Molina
(aka Roberto Molina)

Dated: _____

Edgar Montenegro

Dated: 10-28-2010



Julio Montenegro

Dated: _____

Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

J.M.

Dated: _____

Fausto Huerta

Dated: _____

Jason James (aka Jason Jesse James)

Dated: _____

Felix Juarez

Dated: _____

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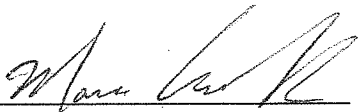
Dated: 10/28/10

Ruben Renterio
Ruben Renterio (aka Ruben Rentera)

[Signatures continued on next page]

RRH
10-28-10

Dated: 10/28/2010


Mario Rivera (aka Mario Avila Rivera)

Dated: _____

Joel Rosas

Dated: _____

Francisco Sanchez

Dated: _____

Fernando Miguel Santiago

Dated: _____

Fernando Torres

Dated: _____

Ancelmo Vasquez

Dated: _____

Ancelmo Vazquez, Jr.

Dated: _____

Miguel Vazquez

Approved as to form and content:

Dated: _____

De Castro & Morrow, LLP

By: _____

Arthur D. Morrow
Attorneys for Defendants RUGGERI
MARBLE AND GRANITE, INC.,
ANDRE RUGGERI and ROBERT
RUGGERI

Lavi & Ebrahimian

Dated: _____

By: _____

Joseph Lavi
Attorneys for Plaintiffs

Dated: _____

Mario Rivera (aka Mario Avila Rivera)

Dated: 11-1-10

Joel Rosas
Joel Rosas

Dated: _____

Francisco Sanchez

Dated: _____

Fernando Miguel Santiago

Dated: _____

Fernando Torres

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Mario Rivera (aka Mario Avila Rivera)

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Joel Rosas

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~~_____
Francisco Sanchez~~
Francisco Sanchez

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FMS

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Fernando Torres

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Fernando

Miguel Santiago

*FMS
10-28-10*

Dated: _____

Mario Rivera (aka Mario Avila Rivera)

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Fernando Torres

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Dated: _____

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Dated: _____

Mario Rivera (aka Mario Avila Rivera)

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Joel Rosas

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Francisco Sanchez

Dated: _____

Fernando Miguel Santiago

Dated: _____

Fernando Torres

Dated: 11-05-10

ANCELMO VAZQUEZ
Ancelmo Vasquez

Dated: _____

Ancelmo Vazquez, Jr.

Dated: _____

Miguel Vazquez

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Francisco Sanchez

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Fernando Miguel Santiago

Dated: _____

Fernando Torres

Dated: _____

Ancelmo Vasquez

Dated: _____

Ancelmo Vazquez, Jr.

Dated: 11-5-10

Miguel Vazquez
Miguel Vazquez

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By: _____

Arthur D. Morrow
Attorneys for Defendants RUGGERI
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RUGGERI

Lavi & Ebrahimian

Dated: _____

By: _____

Joseph Lavi
Attorneys for Plaintiffs

M. V

Dated: _____

Mario Rivera (aka Mario Avila Rivera)

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Joel Rosas

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Francisco Sanchez

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Fernando Miguel Santiago

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Fernando Torres

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Ancelmo Vasquez

Dated: 11-05-10

Ancelmo Vasquez, Jr.
Ancelmo Vasquez, Jr.

Dated: _____

Miguel Vazquez

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RUGGERI

Lavi & Ebrahimian

Dated: _____

By: _____

Joseph Lavi
Attorneys for Plaintiffs

AV-JR