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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JUAN PLASCENCIA CONTRERAS, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

NPG, INC. a California corporation dba NPG
ASPHALT; and DOES 1 through 10, inclusive,

Defendants.

Case No.: RIC2000161

[Hon. Sunshine S. Sykes, Dept. 6]

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: January 13, 2020
First Amended Complaint Filed: July 6, 2020
Trial date: Not set

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1 6. For purposes of this Settlement, "Covered Workweeks" means the number of workweeks a
2 Class Member worked for Defendant in California during the Class Period.

3 7. For purposes of the Settlement, "Defendant's Counsel" means BEST BEST & KRIEGER,
4 LLP.

5 8. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and
6 agree that the requisites for establishing class certification with respect to the Class Members have been
7 met and are met. To the extent this settlement agreement is not approved by the Court, this stipulation
8 shall become null and void and shall not be used or admissible for any purpose whatsoever

9 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
10 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this
11 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's claims,
12 Defendant contends, among other things, that Plaintiff and all the Class Members have been paid proper
13 wages, have been provided meal periods, have been provided rest periods, have been paid timely wages
14 upon separation of employment, have had all necessary business expenses reimbursed, and have been
15 provided with accurate itemized wage statements. Defendant contends, among other things, that it has
16 complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial
17 Welfare Commission. Furthermore, with respect to all claims, Defendant contends that it has complied at
18 all times with the California Business and Professions Code.

19 10. Without admitting to any liability whatsoever, and solely for the purpose of avoiding further
20 litigation, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all
21 disputes and claims arising from or related to the Complaint and any claims that were brought by Plaintiff
22 or could have been brought by Plaintiff in the Complaint or in any way relate to Plaintiff's employment
23 with Defendant.

24 11. Class Counsel has conducted a thorough investigation into the facts of this class action case,
25 including an extensive review of relevant documents, and has diligently pursued an investigation of the
26 claims of the Class against Defendant. Based on their own independent investigation and evaluation,
27 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms
28 set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of

1 the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the
2 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate
3 issues.

4 12. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
5 preliminary and final approval of this settlement.

6 13. This Settlement provides for a non-reversionary process requiring Defendant to make
7 payments to Class Members that shall be issued by a Class Administrator, according to a specified formula
8 based on Covered Workweeks. **The maximum total payment under the Settlement, including all**
9 **attorney fees and costs, the service payment to the named Plaintiff, payment to the Labor**
10 **Workforce Development Agency, the costs of claims administration, and any other payments**
11 **provided by this Settlement, is \$120,000 ("Gross Settlement Amount"), except that, to the extent**
12 **that any portions of the Class Members' settlement proceeds constitute wages, Defendant will be**
13 **separately responsible for any employer payroll taxes required by law, including the employer**
14 **FICA, FUTA, and SDI contributions.** Except for any employer payroll taxes, it is understood and
15 agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross
16 Settlement Amount, and except as provided for in paragraph 13(a).

17 (a) In the event of an increase in workweeks or class members as set forth below, the Gross
18 Settlement Amount shall be increased by the percentage that the actual number of class
19 members or workweeks exceed the below figures. Specifically, if the number class
20 members is 46 or more, *or* the number of workweeks is 2,900 or more, the Gross
21 Settlement Amount shall be increased by the percentage that that actual number of class
22 members or workweeks exceed these estimates.

23 TERMS OF SETTLEMENT

24 14. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set
25 forth herein, the Parties agree, subject to the Court's approval, as follows:

26 (a) It is agreed by and among the Class and Defendant that this case and any claims,
27 damages, or causes of action arising out of the disputes which are the subject of
28 this case, be settled and compromised as between the Class and Defendant, subject

1 to the terms and conditions set forth in this Settlement and the approval of the
2 Court.

3 (b) Effective Date: If no plaintiffs intervene and there are no objections, the terms of
4 settlement embodied in this Settlement shall become effective when all of the
5 following events have occurred: (i) this Joint Stipulation of Settlement has been
6 executed by all Parties and their respective counsel; (ii) the Court has given
7 preliminary approval to the Settlement; (iii) the notice has been given to the Class,
8 providing them with an opportunity to dispute information contained in the Notices
9 of Settlement Payment, to opt out of the Settlement, or to object to the Settlement;
10 and (iv) the Court has held a final approval hearing and entered a final order and
11 judgment certifying the Class and approving this Settlement ("Final Approval"). If
12 a plaintiff intervenes and/or there is an objection, this Settlement shall become
13 effective only when the following additional events have occurred (i) final
14 affirmation of the Final Approval from any appeal, the expiration of the time for, or
15 the denial of, a petition to review the Final Approval, or if review is granted, the
16 date of final affirmation of the Final Approval following review pursuant to that
17 grant; or (ii) the date of final dismissal of any appeal from the Final Approval or
18 the final dismissal of any proceeding to review the Final Approval, provided that
19 the Final Approval is affirmed and/or not reversed in any part; (iii) if no plaintiffs
20 intervene but objections are filed, the expiration date of the time for the filing or
21 noticing of any appeal from the Court's Final Approval of the Settlement, as
22 determined under Rule 8.104(a)(3) of the California Rules of Court.

23 (c) Net Settlement Amount: The Net Settlement Amount shall be calculated by
24 deducting from the Gross Settlement Amount (\$120,000) the following sums,
25 subject to approval by the Court: (1) attorney's fees (not to exceed 33 1/3% of the
26 Gross Settlement Amount); (2) reasonable litigation costs (not to exceed \$15,000);
27 (3) service payment for Plaintiff and Class Representative (not to exceed \$5,000);
28 (4) PAGA penalties paid to the Labor and Workforce Development Agency

1 (“LWDA”) in the amount of \$7,500 (total allocation to PAGA is \$10,000, with
2 75% to the LWDA, and the remaining 25% reverting to the Net Settlement
3 Amount); and (5) costs of claims administration (estimated not to exceed \$5,000).
4 Settlement payments to the Class Members will be calculated by the Settlement
5 administrator and paid out of the Net Settlement Amount as set forth below.

6 (d) Payroll Taxes and Required Withholdings: To the extent that any portions of the
7 Class Members’ settlement proceeds constitute wages, Defendant will be
8 separately responsible for any employer payroll taxes required by law, including
9 the employer FICA, FUTA, and SDI contributions. Except for any employer
10 payroll taxes and as provided in paragraph 13(a), it is understood and agreed that
11 Defendant’s maximum total liability under this Settlement shall not exceed the
12 Gross Settlement Amount.

13 (e) Settlement Payments: Settlement Payments will be paid out of the Net Settlement
14 Amount. Each Settlement Class Member will be paid a pro-rata share of the Net
15 Settlement Amount, as calculated by the Settlement Administrator. The pro-rata
16 share will be determined by comparing the individual Settlement Class Member’s
17 Covered Workweeks employed during the Class Period in California to the total
18 Covered Workweeks of the Class during the Class Period. Class Members will be
19 paid Settlement Payments based on the shares as calculated by the Settlement
20 Administrator. Settlement Payments in the appropriate amounts will be distributed
21 by the Settlement Administrator by mail to the Class Members. Un-cashed,
22 unclaimed or abandoned checks, shall be transmitted in accordance with California
23 Code of Civil Procedure § 384(b), as set forth below.

24 (f) Allocation of Settlement Payments: The Parties have agreed that all Settlement
25 Payments will be allocated as follows: 33 1/3% as wages, 33 1/3% as penalties,
26 and 33 1/3% as interest. Appropriate federal, state and local withholding taxes will
27 be taken out of the wage allocations, and each Class Member will receive an IRS
28 Form W-2 with respect to this portion of the Settlement Payment. The employer’s

1 share of payroll taxes and other required withholdings will be paid as set forth
2 above, including but not limited to the Defendant's FICA and FUTA contributions,
3 based on the payment of claims to the Class Members. IRS Forms 1099 will be
4 issued to each Class Member reflecting the payments for penalties and interest.
5 Class Members are responsible to pay appropriate taxes due on the Settlement
6 Payments they receive. To the extent required by law, IRS Forms 1099 and W-2
7 will be issued to each Class Member with respect to such payments.

8 (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
9 Payments to individual Class Members shall be deemed to be paid to such Class
10 Member solely in the year in which such payments actually are received by the
11 Class Member. It is expressly understood and agreed that the receipt of such
12 Settlement Payments will not entitle any Class Member to additional compensation
13 or benefits under any company bonus, contest or other compensation or benefit
14 plan or agreement in place during the period covered by the Settlement, nor will it
15 entitle any Class Member to any increased retirement, 401(k) benefits or matching
16 benefits or deferred compensation benefits. It is the intent that the Settlement
17 Payments provided for in this Settlement are the sole payments to be made by
18 Defendant to the Class Members, and that the Class Members are not entitled to
19 any new or additional compensation or benefits as a result of having received the
20 Settlement Payments (notwithstanding any contrary language or agreement in any
21 benefit or compensation plan document that might have been in effect during the
22 period covered by this Settlement).

23 (h) Attorney Fees and Costs: Subject to approval by the Court, Defendant will not
24 object to Class Counsel's application for attorney fees not to exceed 33 1/3% of the
25 Gross Settlement Amount (\$40,000.00) and litigation costs not to exceed \$15,000.

26 (i) Service Payments for Class Representative: Subject to Court approval, and in
27 exchange for a general releases, including waivers of Civil Code section 1542,
28 Defendant will not object to Class Counsel's application for a Service Payment of

1 up to \$5,000 for Plaintiff for his service as the Class Representative. It is
2 understood that this Service Payment is in addition to the individual Settlement
3 Payment to which the Class Representative is entitled to along with the other Class
4 Members. Defendant or the Settlement Administrator will issue an IRS Form 1099
5 for the Service Payment to the Class Representative. The Class Representative will
6 be individually responsible for correctly characterizing this compensation on his
7 personal income tax returns for tax purposes and for paying any taxes on the
8 amounts received. Should the Court approve the Service Payment to the Class
9 Representative in an amount less than that set forth above, the difference between
10 the lesser amount(s) approved by the Court and the Service Payment amount(s) set
11 forth above shall be added to the Net Settlement Amount. The Settlement
12 Administrator will pay the court-approved Class Representative Service Payment
13 within twenty (20) calendar days of the Effective Date of the Settlement.

14 (j) Settlement Administrator: The Settlement Administrator will be Phoenix
15 Settlement Administrators or such other Settlement Administrator as may be
16 mutually agreeable to the Parties and approved by the Court. Claims
17 administration costs are estimated not to exceed \$5,000. The costs of the
18 Settlement Administrator for work done shall be paid regardless of the outcome of
19 this Settlement.

20 (k) Funding of Settlement Account: Defendant will fund the settlement account within
21 30 calendar days of the Effective Date of the Settlement.

22 (l) Mailing of Settlement Payments: The Settlement Administrator shall cause the
23 Settlement Payments to be mailed to the Class Members within twenty (20)
24 calendar days of the Effective Date of the Settlement.

25 (m) Notice of Settlement Payment: For each Class Member in the Settlement Class,
26 there will be pre-printed information on the Notice of Settlement Payment mailed
27 to the Class Member, based on Defendant's records, stating the Class Member's
28 Covered Workweeks during the Class Period and the estimated Settlement

1 Payment under the Settlement. The pre-printed information based on Defendant's
2 records shall be presumed to be correct. A Class Member may dispute the pre-
3 printed information on the Notice of Settlement Payment as to his or her Covered
4 Workweeks during the Class Period. Class Members have sixty (60) calendar days
5 from the original date of mailing the Notice of Settlement Payment to dispute the
6 information on the Notice of Settlement Payment as to his or her Covered
7 Workweeks. Unless a disputing class member submits documentary evidence in
8 support of his or her dispute, the records of the Defendant will be determinative.
9 The notice shall be provided in both English and Spanish.

10 (n) Resolution of Disputes: If a Class Member disputes the accuracy of Defendant's
11 records, and the Parties' counsel cannot resolve the dispute informally, the matter
12 will be referred to the Settlement Administrator. The Settlement Administrator
13 will review Defendant's records and any information or documents submitted by
14 the Class Member and issue a non-appealable decision regarding the dispute. The
15 Class Member must submit information or documents supporting his or her
16 position to the Settlement Administrator prior to the expiration of the 60-day
17 claims period. Information or documents submitted after the expiration of the 60-
18 day claims period will not be considered by the Settlement Administrator, unless
19 otherwise agreed to by the Parties.

20 (o) Right Of Class Member To Request Exclusion From The Settlement: Any Class
21 Member may request to be excluded from the Class by mailing a "Request for
22 Exclusion from Settlement" within sixty (60) calendar days from the original date
23 of the mailing of the Notice of Class Action Settlement by the Settlement
24 Administrator. Any Request for Exclusion must include the name, address,
25 telephone number and signature of the Class Member requesting exclusion. Any
26 such request must be made in accordance with the terms of the Notice of Class
27 Action Settlement. Any Class Member who timely requests exclusion in
28 compliance with these requirements (i) shall not have any rights under this

1 Settlement; (ii) shall not be entitled to receive any Settlement Payments under this
2 Settlement; and (iii) shall not be bound by this Settlement or the Court's Order and
3 Final Judgment.

- 4 (p) Right of Class Member To Object To The Settlement: A Settlement Class
5 Member who wishes to object to the Settlement must submit to the Settlement
6 Administrator a written brief or statement of objection. The objection must (1)
7 state the full name of the Settlement Class Member; (2) be signed by the
8 Settlement Class Member; (3) state the grounds for the objection; and (4) be
9 postmarked by the Response Deadline and returned to the Settlement
10 Administrator at the address specified on the Notice.

11 **SETTLEMENT ADMINISTRATION**

12 15. Subject to the Court's approval, the Parties have agreed to the appointment of Phoenix
13 Settlement Administrators to perform the customary duties of Settlement Administrator. The Settlement
14 Administrator will mail the Notice of Class Action Settlement and Notice of Settlement Payment to the
15 Class Members. There will be a sixty (60) day period from the date the Settlement Administrator mails the
16 Notice of Class Action Settlement and Notice of Settlement Payment for Class Members to submit a
17 claim, to dispute the information contained in the Notice of Settlement Payment, to file an objection, or to
18 request exclusion (opt-out) from the Settlement.

19 16. The Settlement Administrator will independently review the Covered Workweeks attributed to
20 each Class Member and will calculate the amounts due to each Class Member in accordance with this
21 Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its
22 findings. The Settlement Administrator shall be granted reasonable access to Defendant's records in order
23 to perform its duties.

24 17. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant, the
25 Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members.
26 Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and
27 federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be
28 referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of

1 this Settlement until all payments and obligations contemplated by this Settlement have been fully carried
2 out.

3 **ATTORNEY FEES AND COSTS**

4 18. In consideration for resolving this matter and in exchange for the release of all claims by the
5 Class Members, and subject to approval by the Court, Defendant will not object to Class Counsel's
6 application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$40,000.00) and
7 litigation costs not to exceed \$15,000. The amounts set forth above will cover all work performed and all
8 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
9 connection with the approval by the Court of this Settlement and administration of the Settlement. Should
10 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees
11 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth
12 above shall be added to the Net Settlement Amount. The attorney's fees and costs approved by the Court
13 shall be paid to Class Counsel within twenty (20) calendar days of the funding of the Settlement through
14 the Gross Settlement Amount funded by Defendant.

15 **NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT**

16 19. A Notice of Class Action Settlement in approximately the form attached hereto as Exhibit "A,"
17 and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first
18 class mail. In addition, a Settlement Allocation Form in approximately the form attached hereto as Exhibit
19 "B," and as approved by the Court, shall also be sent by the Settlement Administrator to the Class
20 Members by first class mail. Certified translations of Exhibits "A" and "B" from English to Spanish shall
21 also be provided to all Class Members. Any returned envelopes from this mailing with forwarding
22 addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

- 23 (a) Within 15 calendar days from the date of preliminary approval of this Settlement
24 by the Court, Defendant shall provide to the Settlement Administrator a class
25 database containing the following information for each Class Member: (1) name;
26 (2) last known address; (3) last known telephone number; (4) social security
27 number; (5) dates of employment at Defendant's facilities in California; and (6)
28 Covered Workweeks during the Class Period. This database shall be based on

1 Defendant's payroll and other business records and shall be provided in a format
2 acceptable to the Settlement Administrator, to the extent Defendant possesses the
3 format requested. Defendant agrees to consult with the Settlement Administrator
4 prior to the production date to ensure that the format will be acceptable to the
5 Settlement Administrator. The Settlement Administrator will run a check of the
6 Class Members' addresses against those on file with the U.S. Postal Service's
7 National Change of Address List; this check will be performed only once per Class
8 Member by the Settlement Administrator. Absent mutual written agreement of
9 counsel for the Parties or Court order, the Settlement Administrator will keep this
10 database confidential and use it only for the purposes described herein, and will
11 return this database to Defendant upon final approval of the settlement or destroy
12 electronic records containing the database after the Settlement is final and all
13 payments are distributed as required under this Agreement.

14 (b) Within 15 calendar days after the Class database is provided to the Settlement
15 Administrator, the Settlement Administrator will mail the Notices of Class Action
16 Settlement and Notices of Settlement Payment to the Class Members by first class
17 United States mail. There will be a sixty (60) day period from the date the Notices
18 of Class Action Settlement and Notices of Settlement Payment are mailed during
19 which Class Members can submit a claim, dispute the information contained in the
20 Notice of Settlement Payment, file an objection, or request exclusion (opt-out)
21 from the Settlement.

22 (c) Notices returned to the Settlement Administrator as non-deliverable during the
23 sixty (60) calendar-day period shall be resent to the forwarding address, if any, on
24 the returned envelope. A returned Notice will be forwarded only once per Class
25 Member by the Settlement Administrator. If there is no forwarding address, the
26 Settlement Administrator will do a computer search for a new address using the
27 Class Member's social security number; this search will be performed only once
28 per Class Member by the Settlement Administrator. Upon completion of these

1 steps by the Settlement Administrator, Defendant and the Settlement Administrator
2 shall be deemed to have satisfied their obligations to provide the Notice of Class
3 Action Settlement and Notice of Settlement Payment to the affected Class
4 Member. The affected Class Member shall remain a member of the Class and shall
5 be bound by all the terms of the Settlement and the Court's Order and Final
6 Judgment.

7 (d) The Settlement Administrator will not send any reminder notices of any nature to
8 the Class Members.

9 (e) The Settlement Administrator shall also provide Class Members with notice of
10 entry of judgment by mail.

11 (f) Class Counsel shall provide to the Court, at least five calendar days prior to the
12 final approval hearing, a declaration by the Settlement Administrator of due
13 diligence and proof of mailing with regard to the mailing of the Notices of Class
14 Action Settlement and Notices of Settlement Payment.

15 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

16 20. As set forth above, each Class Member will have 60 calendar days after the mailing of the
17 Notice of Class Action Settlement within which to postmark to the Settlement Administrator any challenge
18 or dispute to the information on the Notice of Settlement Payment. No disputes will be honored if they are
19 postmarked after the 60 calendar-day period, unless the parties mutually agree to accept the untimely
20 dispute. Each Class Member is responsible to maintain a photocopy of any documents sent to the
21 Settlement Administrator and a record of proof of mailing.

22 21. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class
23 Members within 20 calendar days of the Effective Date of the Settlement. Settlement Payment checks
24 shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement checks
25 will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class
26 Member within that time, and the Class Member's claims will remain released by the Settlement.
27 Settlement checks which have expired will not be reissued.

28 22. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall

1 become null and void, and any monies remaining in the distribution account shall be distributed to the
2 State of California's Unclaimed Property Fund in the names of the Settlement Class members who failed
3 to cash their checks. The Parties agree that this disposition results in no "unpaid residue" under California
4 Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class
5 Members, whether or not they all cash their Settlement Checks.

6 23. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall
7 provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be
8 made to each Class Member (to be identified anonymously by employee number). A Declaration attesting
9 to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and
10 filed with the Court.

11 **RELEASE BY THE CLASS**

12 24. Upon the final approval by the Court of this and upon Defendant's payment of all amounts due
13 under this Settlement, and except as to such rights or claims as may be created by this Settlement, the
14 Class Representative, the Class and each Class Member who has not submitted a valid and timely request
15 for exclusion, will release claims as follows:

- 16 (a) **Identity of Released Parties.** The Class Members, other than those who file
17 Exclusion ("opt-out") Forms, will fully release Defendant, and each of its officers,
18 directors, employees and agents (collectively "Releasees").
- 19 (b) **Claims Released By Settlement Class Members.** As of the Effective Date, and
20 upon payment of amounts set forth herein, and except as to such rights or claims as
21 may be created by this Agreement, each and every Settlement Class Member, on
22 behalf of himself or herself and his or her heirs and assigns, hereby releases
23 Releasees from the following claims ("Released Claims") for the entire Class
24 Period: any and all claims stated in the Action, and those based upon the facts
25 alleged in the complaint, including but not limited to state and/or federal wage and
26 hour claims (including all claims under the California Labor Code and the Fair
27 Labor Standards Act) for unpaid wages, minimum wage, overtime, off-the-clock
28 work, meal periods, rest periods, wage statement violations, interest, penalties, and

1 attorneys' fees, separation pay violations/waiting time penalties, withholding from
2 wages and the related provisions of the Labor Code including but limited to Labor
3 Code §§ 201-204, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2698
4 et seq., and derivative claims for unfair business practices under California
5 Business & Professions Code Sections 17200 et seq., and the Private Attorneys
6 General Act of 2004, Labor Code section 2698 et seq. ("PAGA");

7 **RELEASE BY CLASS REPRESENTATIVE**

8 25. In addition to the releases made by the Settlement Class Members, Plaintiff makes the
9 additional general release of all claims, known or unknown, in exchange and consideration of the Service
10 Payment described herein. Plaintiff agrees to a general release of the Released Parties from all claims,
11 demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action of every
12 nature and description whatsoever, known or unknown, pending or threatened, asserted or that might have
13 been asserted, whether brought in tort or in contract, whether under state or federal or local law during the
14 Class Period. Except as otherwise specifically provided under this Settlement Agreement, Plaintiff
15 expressly waives and relinquishes all rights and benefits afforded by § 1542 of the Civil Code of the State
16 of California, which states: "A general release does not extend to claims that the creditor or releasing
17 party does not know or suspect to exist in his or her favor at the time of executing the release and that, if
18 known by him or her, would have materially affected his or her settlement with the debtor or released
19 party." This release also excludes any release that cannot be made as a matter of law.

20 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

21 26. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in
22 support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its
23 fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action
24 Settlement, the Parties shall apply to the Court for the entry of an order:

- 25 (a) Scheduling a final approval and fairness hearing on the question of whether the
26 proposed Settlement, including payment of attorney's fees and costs, and the Class
27 Representative's service payment, should be finally approved as fair, reasonable,
28 and adequate as to the members of the Class;

- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- (d) Approving as to form and content the proposed Notice of Settlement Payment;
- (e) Directing the mailing of the Notices; and
- (f) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

27. Following final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the service payment to the Class Representative; and
- (d) Entering a final judgment in the action.

NULLIFICATION AND TERMINATION

28. In the event that this Settlement is not approved by the Court, or if for any reason the Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage and hour, or other litigation against Defendant.

29. If 10% or more of the Class Members request exclusion or opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice no later than 15 calendar days after the opt-out period has expired.

1 30. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement
2 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
3 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all
4 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
5 neither entered into nor filed with the Court.

6 **PARTIES' AUTHORITY**

7 31. The signatories hereto hereby represent that they are fully authorized to enter into this
8 Settlement and bind the Parties hereto to the terms and conditions thereof.

9 **MUTUAL FULL COOPERATION**

10 32. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
11 including, but not limited to, execution of such documents and taking such other action as reasonably may
12 be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best
13 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
14 necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.
15 As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and
16 cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's
17 preliminary and final approval of this Settlement.

18 **NO PRIOR ASSIGNMENTS**

19 33. The Parties and their respective counsel represent, covenant, and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
21 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
22 released and discharged except as set forth herein.

23 **NO ADMISSION OF LIABILITY**

24 34. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
25 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
26 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has
27 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
28 attendant inconvenience and expenses.

1 **ENFORCEMENT ACTIONS**

2 35. In the event that one or more of the Parties to this Settlement institutes any legal action or other
3 proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
4 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
5 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees
6 incurred in connection with any enforcement actions.

7 **NOTICES**

8 36. Unless otherwise specifically provided herein, all notices, demands or other communications
9 given hereunder shall be in writing and shall be deemed to have been duly given as of the third business
10 day after mailing by United States registered or certified mail, return receipt requested, addressed as
11 follows:

12 **Class Counsel:**

13 Kane Moon
14 Allen Feghali
15 **MOON & YANG, APC**
16 1055 W. Seventh St., Suite 1880
17 Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
allen.feghali@moonyanglaw.com

18 **Counsel for Defendant:**

19 GREGORY G. SNARR, Bar. No. 267217
gregory.snarr@bbklaw.com
20 BEN CARNEY, Bar No. 317206
ben.carney@bbklaw.com
21 BEST BEST & KRIEGER LLP
22 3390 University Avenue, 5th Floor
Riverside, CA 92501
Telephone: (951) 686-1450
23 Facsimile: (951) 686-3083
24 *Attorneys for Defendant NPG, Inc.*

25 **CONSTRUCTION**

26 37. The Parties hereto agree that the terms and conditions of this Settlement are the result of
27 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed
28 in favor of or against any party by reason of the extent to which any party or his or its counsel participated

1 in the drafting of this Settlement.

2 **CAPTIONS AND INTERPRETATIONS**

3 38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for
4 reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision
5 hereof. Each term of this Settlement is contractual and not merely a recital.

6 **MODIFICATION**

7 39. This Settlement may not be changed, altered, or modified, except in writing and signed by the
8 Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance
9 in accordance with its terms or by a writing signed by the Parties hereto.

10 **INTEGRATION CLAUSE**

11 40. This Settlement contains the entire agreement between the Parties relating to the Settlement
12 and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
13 representations, and statements, whether oral or written and whether by a party or such party's legal
14 counsel, are merged herein. No rights hereunder may be waived except in writing.

15 **BINDING ON ASSIGNS**

16 41. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their
17 respective heirs, trustees, executors, administrators, successors and assigns.

18 **CLASS COUNSEL SIGNATORIES**

19 42. It is agreed that because the members of the Class are so numerous, it is impossible or
20 impractical to have each member of the Class execute this Settlement. The Notice of Class Action
21 Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of the release, and the
22 release shall have the same force and effect as if this Settlement were executed by each member of the
23 Class.

24 **COUNTERPARTS**

25 43. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and
26 when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed
27 an original, and, when taken together with other signed counterparts, shall constitute one Settlement,
28 which shall be binding upon and effective as to all Parties.

PUBLICITY

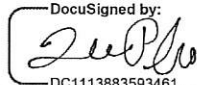
44. Class Representative and Class Counsel agree that they have not and will not discuss, disclose, or communicate the Settlement, other than pursuant to the terms of this Joint Stipulation and in the facilitation of finalizing this Settlement. Class Representative, in response to inquiries, will state that that “the Litigation was resolved.” Class Counsel and counsel for Defendant shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the litigation or the Settlement on their websites, except to facilitate the Settlement, and shall not contact the press, reporters or general media regarding the Settlement. As used herein, “press, reporters, or general media” shall refer to and include newspapers, periodicals, magazines, online publications, and television and radio stations and programs, and any representative of the foregoing. Class Counsel is authorized to make disclosures to the Court for the purposes of obtaining the approval of the Settlement and is further authorized to make disclosures to and communicate with the Class Representative, Class Members, and the Settlement Administrator regarding the terms of this Stipulation and the Settlement. Nothing herein shall prevent Class Counsel from communicating with the Class Representative and Class Members or the Settlement Administrator regarding the terms of this Stipulation and/or the Settlement. This provision is not intended to keep the terms of the Settlement confidential, but rather to avoid use of the Settlement terms to promote an attorney’s services or profits.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated: 10/7/2020

By: 
DocuSigned by: DC1113883593461
 Juan Plascencia Contreras

Plaintiff’s Counsel:

Dated: 10/9/2020


MOON & YANG, APC
 By:
 Kane Moon
 Allen Feghali
 Attorneys for Plaintiff & the Class

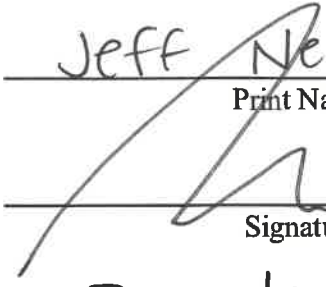
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Defendant:

Dated: _____

NPG, INC.

By: Jeff Nelson
Print Name


Signature

President
Title

Defendant's Counsel:

Dated: October 8, 2020

BEST BEST & KREIGER, LLP


Gregory G. Snarr
Attorneys for Defendant

EXHIBIT A

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION
SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE
JUAN PLASCENCIA CONTRERAS VS. NPG, INCORPORATED
CASE NO. RIC2000161

A court authorized this notice. This is not a solicitation from a lawyer.

IF YOU HAVE BEEN EMPLOYED BY NPG, INCORPORATED (DOING BUSINESS AS NPG ASPHALT) IN AN HOURLY OR NON-EXEMPT POSITION, IN CALIFORNIA DURING THE PERIOD FROM JANUARY 13, 2016 THROUGH SEPTEMBER 27, 2020, YOU COULD RECEIVE A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.

- A proposed class action settlement (the “Settlement”) has been reached between Plaintiff Juan Plascencia Contreras (“Plaintiff” or “Named Plaintiff”), on behalf of himself and the below-defined Settlement Class, and Defendant NPG, Incorporated (doing business as NPG Asphalt) (“Defendant” or “NPG”). A copy of the Settlement is located in Riverside County Court Records (located at 4050 Main Street, Riverside, CA 92501) on file in this matter, Case Number RIC2000161, and attached to the Declaration of Kane Moon In Support of Plaintiff’s Motion For Preliminary Approval Of Class Action Settlement, filed on (INSERT DATE). To view case documents online, the address of the Riverside Superior Court website is <https://www.riverside.courts.ca.gov/publicaccess.shtml>.
- The Settlement resolves a class action lawsuit about claims that NPG *allegedly* violated California’s wage and hour laws by, among other things, *allegedly* failing to pay wages for all hours worked, failing to provide meal and rest periods, failing to provide accurate written wage statements, and failing to timely pay them earned wages during and after employment. NPG denies all liability to Settlement Class Members, asserts that it has fully complied with all applicable wage and hour laws, and has entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for cash payments based on the total workweeks employed by NPG in California during the period from **JANUARY 13, 2016 THROUGH SEPTEMBER 27, 2020** (the “Class Period”).

Your estimated cash payment and total workweeks worked during the Class Period are printed on the enclosed Settlement Allocation Form.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
REMAIN IN THE CLASS ACTION	If you wish to remain in the class action and be eligible to receive a payment under the Settlement, you do not need to do anything. You will be included in the class action automatically.
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against NPG involving the same or similar legal claims as the ones in this case is to submit the enclosed Exclusion Form to the Settlement Administrator postmarked no later than [<<60 days from date of mailing>>] .
OBJECT	If you believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator no later than [<<60 days from date of mailing>>] . You cannot object to the Settlement if you request exclusion from the Settlement, as provided above.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case has determined that there is sufficient evidence to believe that the settlement might be fair, adequate, and reasonable, but the ultimate determination will not be made until final hearing. Cash payments will only be issued if the Court grants final approval to the Settlement.
- This Notice is designed to inform you of how you can object to the Settlement, request to participate in the Settlement, or provide corrected information to the Settlement Administrator. Unless you submit a request to be excluded from the Settlement, the Settlement, if finally approved by the Court, will be binding upon you.

- **Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.**

BASIC INFORMATION

1. Why did I get this notice?

NPG's company records show that you are, or have been, employed by NPG as an hourly or non-exempt employee, in California during the period from January 13, 2016 through SEPTEMBER 27, 2020. This notice explains the Action, the Settlement, and your legal rights.

What does "Non-Exempt" Mean? Generally stated, "non-exempt" employees are usually, but not always, hourly-paid employees and are entitled to overtime pay, when legally required.

The lawsuit is known as *Juan Plascencia Contreras v. NPG, Incorporated* in the Superior Court of California for the County of Riverside, Case No. RIC2000161 (the "Action"). Juan Plascencia Contreras is called the Plaintiff, and the company he sued, NPG, Incorporated is called the Defendant. The judge assigned to oversee this class action is the Honorable Sunshine S. Sykes of Department 6 (the "Court").

2. What is the Action about?

The Action generally involves claims under California wage and hour laws. Plaintiff is a former employee of Defendant in California who most recently held an hourly raker position. Plaintiff alleges that Defendant violated California's wage and hour laws by, among other things, *allegedly* failing to pay for all hours worked, failing to provide required meal and rest periods or pay premium wages when required meal and rest periods were not provided, failed to provide accurate written wage statements, and failed to timely pay earned wages. As a result of these alleged wage and hour violations, Plaintiff alleges that he and the Settlement Class Members (defined in response to Question 4 below) are entitled to recover unpaid wages, interest, as well as statutory and civil penalties. NPG denies that it has engaged in any wrongful conduct or that it has violated the law in any way. The Named Plaintiff, Class Counsel, and NPG believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Settlement Class Members defined below in response to Question 4.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "class representatives" (in this case, Juan Plascencia Contreras) sue on behalf of people who have similar claims. All of these people are a "class" or "class members." One case resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Sunshine S. Sykes issued an order conditionally certifying the Settlement Class defined in response to Question 4 below for purposes of settlement only.

4. Who is in the Settlement Class?

The Settlement Class is defined as, "All persons employed by NPG in California from January 13, 2016 through SEPTEMBER 27, 2020, as an hourly or non-exempt employee."

5. Why is there a settlement?

After substantial investigation, including the exchange of thousands of pages of policy documents and payroll records, and extended settlement negotiations presided over by an experienced mediator, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. NPG denies all of the legal claims in the case. The Named Plaintiff and Class Counsel think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

Under the terms of the Settlement, NPG agrees to pay a Settlement Amount of \$120,000.00. Deducted from this Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$40,000.00), attorneys' actual costs (not to exceed \$15,000.00), enhancement award to Plaintiff for his services as the Class Representatives (not to exceed \$5,000.00), payment of \$7,500.00 to the State of California Labor and Workforce Development Agency for alleged penalties, and the fees and expenses of the Settlement Administrator (estimated not to exceed \$5,000.00), which will result in a Distributable Amount, currently estimated to be \$47,500.00. NPG will be separately responsible for its share of employer-side payroll taxes.

From the Distributable Amount, Defendant will pay to each Class Member, who does not exclude himself/herself from the settlement, the Class Member's share of the Settlement using the following calculation method: The individual settlement awards will be determined by dividing the Distributable Amount by the total number of workweeks for the entire Class for the Class Period, resulting in the Workweek Value, and then multiplying the Workweek Value by the number of weeks worked by each Class Member during the Class Period. Class Members who do not opt out of the settlement will automatically receive their Settlement Share.

The Settlement Share for a Class Member will depend on the number of workweeks worked by a Class Member during the Class Period, the number of Class Members who exclude themselves from the Settlement, and the amounts awarded by the Court, including payments to Plaintiff's, Class Counsel, the Labor and Workforce Development Agency (the "LWDA") (see below), and the Settlement Administrator. By way of example only, assuming that the Distributable Amount remaining after amounts awarded by the Court, no Class Member requests to be excluded from the Settlement, and all payment amounts sought were awarded, the Class Member's Settlement share would be \$18.10 per workweek, calculated as follows:

Settlement Amount:	\$120,000.00
Less:	
Class Representative Payment	(\$5,000.00)
Class Counsel Fees Payment	(\$40,000.00)
Class Counsel Expenses Payment	(\$15,000.00)
LWDA Payment	(\$7,500.00)
Settlement Administrator's Fee	(\$5,000.00)
Distributable Amount	\$47,500.00
Total Workweek in Class Period (est.)	2,625
Workweek Value	\$18.10

By way of example, a Class Member who worked 52 total workweeks during the Class Period would receive approximately \$941.20. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review if anyone objects to the Settlement, or after any appeal or review has been resolved in favor of the Settlement.

The Settlement Information Form enclosed with the Class Notice indicates: (1) your estimated workweeks worked during the Class Period according to NPG's records, and (2) your estimated Settlement Share.

If you disagree with any of the information printed on the enclosed Settlement Information Form, you may dispute the information by submitting documentation of the workweeks you claim you worked during the Class Period. Such documents will be made available upon request to the Settlement Administrator for Class Counsel for review. In the case of a dispute, NPG's records will control.

For tax purposes, 33 1/3% of each Settlement Share will be treated as wages (for which an IRS Form W-2 will be issued), 33 1/3% will be treated as interest, and 33 1/3% will be treated as penalties (for which an IRS Form 1099 will be issued).

7. What am I giving up in exchange for the benefits from the Settlement?

Once the Settlement is approved and final, and in exchange for the consideration provided pursuant to the Settlement, the Named Plaintiff and each Final Settlement Class Member (i.e., each Settlement Class Member who does not submit a valid Exclusion Form) will release NPG, Incorporated, its directors, officers, agents, and employees, and each of them (hereinafter collectively the "Released Persons") from the claims stated in the First Amended Complaint and those based solely upon the facts alleged in the First Amended Complaint, including claims for failure to pay wages, non-provision of meal and rest periods, late payments of wages, wage statement violations, recordkeeping violations, and associated statutory and civil penalties during the Class Period. The claims released herein also include any claim for taxes associated with any such claim, attorneys' fees and costs against any of the Released Persons arising out of the Settlement of which it is part.

You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

HOW TO GET A CASH PAYMENT

8. How do I get my Settlement Share?

If you wish to remain in the Settlement Class and be eligible to receive a payment under the Settlement, you do not need to do anything. You will be included in the Settlement Class automatically. By remaining in the Settlement Class and receiving settlement monies, you consent to the release of claims that are asserted or could have been asserted based on the allegations of the First Amended Complaint, as discussed in response to Question 7.

9. When will I get my Settlement Share?

Checks will be mailed to the Settlement Administrator after the Court grants “final approval” of the Settlement, after a hearing on **DATE** (see “The Court’s Fairness Hearing” below). It is anticipated that payments will be made within approximately three months of The Court’s Fairness Hearing. If anyone objects to the Settlement and files an appeal, no payments will be made until after the end of the appeal. If this occurs, please contact Class Counsel regarding the status of the appeal for more information on whether or when you can expect to receive your Settlement Share.

Please also be advised that you will only have 180 days from the date that the check from the Settlement is issued to cash your checks for your Settlement Share. If you do not cash the check for your Settlement Share within 180 days, the funds for your Settlement Share will be forwarded to the State of California’s Unclaimed property Fund, which will provide Class Members who fail to cash their settlement check an opportunity to obtain their settlement payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “exclude yourself”) by sending the enclosed Exclusion Form to the Settlement Administrator at the address below, postmarked no later than **[<<60 days from mailing>>]**.

INSERT SETTLEMENT ADMIN INFO

Exclusion requests that do not include all required information and/or that are not timely submitted will be considered invalid. All Settlement Class Members who fail to submit valid and timely exclusions on or before the above-specified deadline will be bound by the Settlement and any Final Approval Order, and Judgment will be entered in the Action accordingly if the Court approves the Settlement.

11. If I exclude myself from the Settlement Class, can I get anything from the Settlement?

No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get a cash payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against NPG in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don’t exclude myself from the Settlement Class, can I sue later?

No. Unless you exclude yourself from the Settlement Class, you give up the right to sue NPG for the claims in the Action. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Kane Moon
Allen Feghali
Moon & Yang, APC
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

14. How will the costs of the lawsuit and the Settlement be paid?

Subject to the Court’s approval, NPG will pay up to \$40,00.00 in attorneys’ fees and up to \$15,000.00 in costs to Class Counsel from the Settlement Amount. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included

in the Distributable Amount and will be available for distribution on a pro rata basis to Settlement Class Members who do not exclude themselves from the settlement.

In addition, and subject to the Court's approval, NPG also agree to pay the Class Representative up to \$5,000.00 from the Settlement Amount as an Enhancement Awards for his participation in the Action and for taking on the risks of litigation—including the risk of NPG being awarded its litigation costs if the action were unsuccessful. NPG also agree to pay the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed \$5,000.00. If the Settlement Administrator's costs exceed \$5,000.00, any costs in excess of \$5,000.00 will be paid from the portion of the Settlement Amount allocated to Class Counsel's attorneys' fees. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Distributable Amount and will be available for distribution on a pro rata basis to Settlement Class Members who do not exclude themselves from the settlement.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Any Settlement Class Member who does not request exclusion from the Settlement Class through the procedure set forth in response to Question 10 above may object *in writing* to the Settlement, or any portion thereof, by mailing a written objection, and supporting papers, to the Settlement Administrator at the following addresses by regular U.S. Mail postmarked no later than [**<60 days from date of mailing>>]:**

Settlement Administrator:

INSERT INFO

The Settlement Administrator will forward any objections received for filing with the Court. A written objection must contain the objecting person's full name, current address, and include all objections and the reasons therefore, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations).

16. Do I remain in the class action even if I file an objection?

Yes. Even if you submit an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above in response to Question 7, unless the Settlement is not finally approved by the Court.

17. What's the difference between objecting and asking to be excluded?

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time requesting oral presentation you may attend and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **insert time/date** in Department 6 at the Riverside Historic Courthouse of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, CA 92501. The hearing may be moved to a different date and/or time, and notice shall be provided to persons who filed objections if such a change in date and/or time is made. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who would like to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

20. May I speak at the hearing?

Yes. The Court will listen to people who would like to speak at the hearing.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive a payment from this Settlement and you will give up your claims against NPG, as described in response to Question 7.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information. You may also review a copy of the full Settlement, attached to the DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, filed on <<DATE>>, either at the Clerk's office at the Courthouse, located at 4050 Main Street, Riverside, California 92501, or through the Court's website by following the instructions at <https://www.riverside.courts.ca.gov/publicaccess.shtml> to download a copy.

23. What should I do if my address changes?

If you received this Notice at an address other than the address shown on the Notice, or if your address changes, please promptly contact the Settlement Administrator toll-free at [NUMBER]. This will ensure that you receive further notices about this settlement, and that you receive your Settlement Payment if the settlement is approved by the Court.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE

EXHIBIT B

SETTLEMENT ALLOCATION FORM

JUAN PLASCENCIA CONTRERAS VS. NPG, INCORPORATED
CASE NO. RIC2000161

Calculation of Settlement Payments: Each participating Class Member's share of the Net Settlement Amount shall be based upon his or her "Covered Workweeks," or the total number of workweeks worked by current and former non-exempt hourly paid employees of NPG, Incorporated employed in California ("Covered Positions") during the Class Period. "Settlement Class Members" are those Class Members who do not submit timely exclusion requests to the Claims Administrator. (The "Class Period" is January 13, 2016 through September 27, 2020). Each participating Class Member's individual Settlement Payment shall be calculated as follows:

Defendant shall provide the Claims Administrator with the Covered Workweeks for each participating Class Member; the Claims Administrator shall then (1) divide each participating Class Member's Covered Workweeks by the total Covered Workweeks worked by all participating Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. This calculation yields the amount of the participating Class Member's individual "Settlement Payment." The individual Settlement Payment will be reduced by any required legal deductions and/or payroll withholdings.

Your Covered Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Covered Workweeks for the Class Period are <<CoveredWorkweeks>>. Based on the number of your Covered Workweeks, **your estimated individual Settlement Payment is** <<EstSettPayment>>. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Covered Workweeks stated above, you must send a letter to the Claims Administrator stating the reasons why you dispute the number of Covered Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Covered Workweeks you claim you worked from January 13, 2016 through September 27, 2020.

Any disputes and supporting documentation must be mailed to the Claims Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

NPG, Inc. Settlement [Claims Administrator] [Address] [City, State Zip, Telephone Number]
--

If you dispute the number of Covered Workweeks stated above, Defendant's records will be presumed accurate unless you are able to provide documentation to the Claims Administrator that establishes otherwise. The Claims Administrator will evaluate the evidence submitted by you and will make the final decision as to the Covered Workweeks that should be applied and/or the individual Settlement Payment to which you may be entitled. Such a determination will be final and binding, yet subject to review by Class Counsel, Defendant's Counsel, and the Court.